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**COLLECTIVE BARGAINING  
AGREEMENT**

**between the**

**KENT CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**and the**

**OHIO ASSOCIATION OF PUBLIC  
SCHOOL EMPLOYEES, LOCAL 176**

**Effective January 1, 2014  
through December 31, 2015**



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## ARTICLE I - PURPOSE

The parties do understand that the Board is charged by law with the duty and responsibility of operating a public school system within their district and in carrying out those duties and responsibility in employing school employees in its operation. The terms and conditions of employment of school employees and Board regulations and rules affecting the employment of school employees are matters of mutual concern to the Board of Education. It is the intent purpose of this agreement to assure sound and mutually beneficial economic and employment relations between the parties hereto; attempt to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances and to set forth herein article form of this agreement between the parties covering those matters listed in Article II, Section C.

## ARTICLE II - RECOGNITION

### A. Classifications

1. The Board recognizes the OAPSE/AFSCME-AFL-CIO and OAPSE Local 176 as the sole and exclusive bargaining agent for the following personnel who are regularly scheduled and employed by the Board in the following classifications in the described bargaining unit for the term of this agreement:

Building Maintenance and Grounds Personnel  
Bus Drivers  
Vehicle Mechanics  
Cafeteria Personnel\*\*  
Clerical Personnel  
Coordinator of Grounds  
Coordinator of Maintenance  
Custodians  
Secretaries  
Warehouseman  
Mail Courier

\*\*Cafeteria Personnel includes only those employees who were "grandfathered" at the time ARAMARK began management and control of the District's food service program. At such time as the last remaining employee retires or otherwise vacates his/her position, "Cafeteria Personnel" will be eliminated from the list of job classifications. If cafeteria services are reabsorbed by the District, all employees will be recognized as members of the bargaining unit.

2. The term "employee" as used in this agreement shall refer to those persons included in the bargaining unit.
3. Excluded from the bargaining unit are substitute employees, supervisors, and confidential employees. For purposes of this agreement, supervisors shall include the following:

Supervisor of Property Services  
Supervisor of Transportation  
Supervisor of Food Services  
Supervisor of Custodial Services

For the purposes of this agreement, confidential employees shall include the following:

Secretary to the Superintendent  
Secretary to the Assistant Superintendent  
Secretary to the Director of Business Services  
Secretary to the Director of Instructional Program  
Assistant Treasurer  
Payroll Clerk  
Manager of Graphic Communication Services  
Pool Manager  
Network Manager  
Social Worker  
Coordinator of Athletics and Athletic Facilities

4. The term "school year for students" as used in this Agreement means the first to the last day of school for students.

B. Term of Recognition

The Board recognizes the Union as the sole and exclusive bargaining agent for the term of this agreement and any mutually agreed upon extension thereof.

C. Coverage

The Union has bargaining rights for all employees in the bargaining unit on the following subjects:

Wages, hours, fringe benefits, and other matters of economic welfare  
Working conditions  
Grievance procedures  
Membership deductions  
Other matters of mutual concern

- D. The parties agree that the terms of this Agreement supersede and effectively replace provisions of R.C. Chapter 124 to the fullest extent permitted by law, with the exception of the hiring of new employees in accordance with Article VIII, Posting and Bid Procedure, Section 3, which shall be done pursuant to Civil Service initial hiring guidelines and rules.

### ARTICLE III - LABOR MANAGEMENT RELATIONS

- A. In an effort to solve problems before they become formal grievances, the Board of Education agrees to an open door policy in relations with employees.
- B. The Board agrees that official representatives of the Union may request periodic labor management meetings with members of the administration to discuss matters of mutual concern.
- C. Nothing in this article shall be construed as to interfere with an employee's right to file a formal grievance under the provisions of the Grievance Procedure Article of this agreement.

### ARTICLE IV - NEGOTIATIONS

#### A. Release Time

If, by mutual agreement between the Board, or its representative, and the Union negotiating team, any negotiation meeting is conducted during the normal working hours (exclusive of overtime) of a member of the negotiating team, including two (2) alternates, then said member shall suffer no loss of wages for such time. The cost of a substitute for an alternate will be paid by the Local Union, except when an alternate is used to replace a negotiating team member.

#### B. Submission of Issues

Either party may no sooner than ninety (90) days prior to and no later than sixty (60) prior to the expiration of the existing agreement service notice on the other party of their intention to modify the present agreement or negotiate a successor agreement.

#### C. Rights of Individuals

It is recognized that individual employees have opportunities to express their views to the Board at any scheduled meeting; however, negotiations shall be conducted only with the Union. A copy of such views and recommendations shall be filed concurrently, by the individual expressing such views, with the Treasurer of the Board and the Union.

#### D. Negotiation Teams

The Board and the Union may be represented at all negotiation meetings by a team of negotiators, not to exceed six (6) regular members and two (2) alternates for a total of (8) members.

#### E. Negotiation Meetings

- 1. Within ten (10) days upon receipt of a written request for negotiations, a mutually agreeable date for the first meeting will be established.

2. All days referred to herein shall be construed as school days so designated in the calendar adopted by the Board. Any procedure which would involve non-school days would require mutual agreement.
3. Once the meeting date, time and place have been established by both parties, the following procedure will be used:

In the first meeting, both parties shall exchange proposals. Once having submitted proposals, neither party will have the right to submit further issues unless by mutual agreement.

F. Exchange of Information

The Superintendent shall furnish the Union, and the Union shall furnish to the Superintendent, upon reasonable request, all available information pertinent to the issues under negotiations. The Board and the Union will incur no special expense in providing such information to the other party.

G. Consultants

1. Each team is privileged to call upon consultants necessary to present its case.
2. Each team shall be authorized to admit two (2) consultants to a negotiating session. Consultants may interchange with members of the team as may be desired by each team.

H. Progress Reports

Periodic written progress reports may be issued during negotiations to the public provided that such release shall have prior approval of both parties.

I. Agreement

When consensus is reached on those matters being negotiated, the understanding of the parties shall be reduced to writing and submitted to the Union for ratification and then to the Board, within fifteen days of Union ratification, for its approval. If approved, in accordance with the provisions of this section, the agreement shall be signed by both parties and shall become a part of the official minutes of the Board. It is expected that all negotiations will be completed within ninety (90) days or by a date mutually agreed upon by the Board and the Union.

J. Dispute Settlement Procedure

If after twenty-one (21) calendar days prior to the expiration of the agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. Both parties agree that this is the final step in negotiations.

K. Further Terms of Agreement

All future employees shall be employed expressly subject to terms of the agreement then in effect and accept employment subject to such agreement.

L. Consistency with Law

If any provision of the agreement between the Board and the Union shall be found contrary to federal law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. However, all other provisions or applications shall continue in full force and effect.

The Board and the Union agree to meet within ten (10) work days of notice of a contract provision mutually agreed to be contrary to federal law, to modify said provision, if necessary.

**ARTICLE V - GRIEVANCE PROCEDURE**

A. Definition of Terms

1. A grievance is defined as any claim alleging the violation, misapplication, or misinterpretation of this agreement including any discipline resulting in loss of pay or of any employee handbook rule, or "classified staff" section of board policy (Section 4000), but excluding any matter related to the termination of newly hired employees while on probationary status.
2. Days is defined as calendar days exclusive of weekends and holiday periods when school is not in session. During summer recess, time limits may be extended up to thirty (30) additional days.

B. Initial Procedure

1. If an alleged grievance is suspected to have occurred, the employee shall first submit an Initial Procedure Claim Form to the Union President or designee within 10 days of the date the employee knew or reasonably should have known about the alleged violation. The date on such form shall establish the beginning of the Initial Procedure. The Union President or designee shall submit a signed and dated copy of this form to the employee's immediate supervisor within two (2) days of receipt. The Union President and the Grievance Chairperson must sign and date this form. The form must contain the alleged violation.
2. In an effort to resolve the problem, the Initial Procedure shall consist of informal communications between the employee, Union President or designee, and the supervisor. The time period for such initial procedure shall begin on the date established on the Initial Procedure Form and be extended for no more than 10 days.

3. If at any time during the Initial Procedure time period, the claimant feels communications at this level can go no further, he/she may proceed to the next level of the established grievance procedure.
4. It is expected that this step will resolve most problems and further action will be unnecessary.

C. Formal Procedure

LEVEL ONE

1. If the claimant is not satisfied and wishes to continue, he/she may submit a level one grievance form to the Union. If the Union determines that a legitimate grievance exists, the Union may file a written grievance within 5 days of the end of the Initial Procedure. A grievance filed at Level One will be void unless a properly completed Initial Procedure Claim Form was timely submitted to the immediate supervisor.

Step One - Director of Business Services

Within five (5) days of the submission of the Grievance, the Director of Business Services shall hold a hearing with the affected grievant and his/her local representative. The Director of Business Services shall render a decision in writing within five (5) days of the hearing. The written decision shall be submitted to the grievant, his/her local representative, with a copy to the Union President and/or Grievance Chairperson. If the answer is unacceptable to the Union, the Union shall submit the grievance to Step II of the Grievance Procedure within seven (7) days of the receipt of the Step I answer.

Step Two - Superintendent

Within five (5) days from appeal, the Superintendent shall establish a hearing with the President and the Grievance Chairperson. After presentation of oral argument and submission of a copy of the written Step I grievance, the Superintendent shall respond in writing within ten (10) days to the Union President and the Grievance Chairperson. If the answer is unacceptable to the Union, the Union shall submit the grievance to Step III of the Grievance Procedure within (7) days of the receipt of the Step II answer.

Step Three - Grievance Mediation

If the grievance is not resolved at Step Two, the Union shall submit the grievance to Federal Mediation and Conciliation Service (FMCS) grievance mediation. The parties shall first attempt to agree on a mediator, and if unable to do so will ask FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS rules.

Step Four - Arbitration

If the grievance is not resolved at Step Three, the Union shall have the right to appeal the

dispute to final and binding arbitration. Such appeal must be submitted within twenty (20) days from the date mediation is concluded by filing a written request with the Federal Mediation and Conciliation Service (FMCS) and sending a copy of the request to the Superintendent. If no request for arbitration is filed within the twenty (20) day time period, the decision issued at Step II shall be considered final. The Arbitrator shall be picked either by mutual agreement or requesting a panel of impartial arbitrators from Federal Mediation and Conciliation Service (FMCS). Selection of the arbitrator shall be made in accordance with the then existing rules and selection procedures of the Federal Mediation and Conciliation Service (FMCS). Either Party may request a second list of Arbitrators.

2. The Arbitrator shall conduct a hearing and render a decision on the Grievance that has been filed. The Arbitrator shall have no authority to amend the Agreement between the Parties. The decision of the Arbitrator shall be final and binding upon the parties. The arbitrator shall designate which party has prevailed and the costs of the arbitration shall be borne by the losing party. Each party is responsible for its own representation fees, if any.
3. All time limits are working days of the Board of Education office and shall be strictly adhered to unless there is mutual written agreement to extend. Any Grievance not filed or appealed within the time limits shall be voided.
4. Arbitration hearings shall be conducted during the normal business hours of the Board of Education Offices. Employees are entitled to Union Representation and the designated Union Representative shall be released from assigned duties without loss of pay to attend the arbitration hearing when applicable. At arbitration hearings, the grievant, his/her representative and any necessary witnesses shall be released to attend the hearing without loss of pay. The Grievant(s) and witnesses shall normally receive at least five (5) days prior written notice of any arbitration hearing.
5. The Union shall be notified of all arbitration hearings and shall have the right to be present at any such hearing. Employer responses to the Grievance at each Step shall be sent in writing, to the Grievant and the Union Grievance Chairperson (or Designee).

## **ARTICLE VI - UNION DUES/FEE DEDUCTIONS**

### **A. General Provisions**

1. The Board agrees to deduct Union dues from the wages of employees upon presentation of a written authorization individually executed by any bargaining unit employee or from fair share fee payers, as provided below, whose authorization is not necessary. The amounts of annual dues or fees for new employees shall also be calculated by the Union and submitted to the Board Treasurer before September 30 and, in no event, later than ten (10) working days before the payroll date of the first deduction. In the event calculation of dues or fees for any individual is not provided as specified herein, the Board shall delay deduction(s) for that individual(s) until the following payroll or the next payroll

which is processed when ten (10) working days advance notice of the calculation from the Union is received. The Board Treasurer shall forward to the State OAPSE Treasurer the amount of the dues/fees, along with a complete description by name and amount, for each employee within ten (10) days following each deduction.

2. The Union and the Board agree that each and every classified employee in the recognized bargaining unit shall contribute *a fair share fee* toward the cost of administering this master contract by OAPSE and for representation of the classified employees in the described bargaining unit.
3. Subject to the provisions of Section 2., above, all classified employees who are eligible to hold membership in the Local shall:
  - a. Become a member of the Local and execute an authorization for payroll dues deductions on a form provided by OAPSE, or, remit payments in full directly to the Local Treasurer.
  - b. In the alternative, the Board Treasurer shall deduct from the salaries of the employee(s), not applying for membership, a service fee in the amount set forth in written notification by the State Treasurer, such notice to be provided not later than September 5, of each year.
  - c. Any employee who has been declared exempt for religious convictions by SERB shall not be required to pay said fair share fee. However, such employee shall pay, in lieu of such fair share fee, on the same time schedule as Union dues are payable, an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, mutually agreed upon by such employee and the OAPSE State Treasurer. Such employees shall furnish to the OAPSE State Treasurer written receipts evidencing payment to such agreed upon non-religious charitable fund. Failure to make such payment shall subject such employee to the same sanctions as would non-payment of Union dues under the Contract.
  - d. In no case shall the monthly service fee be in excess of regular OAPSE membership dues.
4. Annual dues or fees shall be deducted in twenty-two (22) equal installments on those pay dates appropriate to the school working calendar. Signed payroll deduction authorization executed by the members shall be continuous from year to year or until such time as the employee withdraws membership in writing. Withdrawal of membership does not preclude payment of the fair share fee, subject to the provisions of Section 2 above. An employee may withdraw membership during a ten (10) day period from August 22<sup>nd</sup> through August 31. Members electing to withdraw from the Union, must submit a written request received within the ten (10) day withdrawal period to the OAPSE State Office at 6805 Oak Creek Drive, Columbus, Ohio 43229, Attn: Membership Department. Should a member withdraw during the Withdrawal Period, the Employer shall then deduct fair share fees from the employee's paychecks.

5. In the case of new employees, the Board's Treasurer shall notify the Local OAPSE Treasurer of new hires within five (5) days of Board action. Fair share fee deductions shall begin after thirty (30) days of employment and shall continue for whatever remains of the Board's scheduled twenty-two (22) installments provided the calculated amount of dues/fees is provided to the Board's Treasurer in a timely manner, *i.e.* at least ten (10) working days prior to the date of the anticipated initial deduction.
6. On or before May 1, the Board's Treasurer will provide a list of all bargaining unit members and fair share eligible employees to the OAPSE State Treasurer, including the employee's address, phone number, social security number, classification, number of months worked and previous year's W-2 earnings. The OAPSE State Treasurer will provide the Board's Treasurer with a list of dues and fees payable for the next school year. A copy shall also be sent to the Local OAPSE President. No later than September 30 of each year, the OAPSE President shall submit a list, to the Board's Treasurer, of members and fair share employees who have remitted FULL payments directly to the Local OAPSE Treasurer. No later than October 30 of each year, the Board shall provide the OAPSE President with an accurate list of all employees subject to payroll deduction of OAPSE membership dues as of the preceding October 1.
7. The Union shall defend and indemnify the Board, the Treasurer, their officers, members, agents and assignees in both their individual and official capacities and hold them harmless against any and all claims, demand, suit or other forms of liability, including legal fees and expenses that may arise out of or by reasons of the action taken by the Kent City Schools for the purpose of complying with any of the provisions of this Article or in the reliance on any list, notices, or assignments furnished under any of such provisions.

#### **ARTICLE VII - AFSCME PEOPLE**

1. The Board agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction if authorized by the employee on a standard form provided by AFSCME PEOPLE. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Board and the Union. Deduction authorizations and revocations must be submitted to the district Treasurer no later than seven (7) working days before the effective payroll date. The Board agrees to remit monthly to the Union any deductions made pursuant to this provision, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
2. The Union agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reasons of action taken by the Board in reliance upon any authorization form submitted by the Union to the Board.

## ARTICLE VIII - POSTING AND BID PROCEDURE

1. When a vacancy (including a newly created position) occurs in the recognized bargaining unit and the Board determines that the position should be filled, such a vacant job or position shall be posted for bid, on the district website and shall be listed in the Superintendent's weekly bulletin. If vacancies occur during the school year, they shall be listed in the Superintendent's weekly bulletin. Each posting shall include the position, location, salary, hours of employment and job description. The notice of vacancy shall be posted by the Union President or designee in each building or location where bargaining unit employees work in a conspicuous place for a period of five (5) consecutive working days, and shall remain on the district website for five (5) consecutive working days. The posting period shall begin no later than ten (10) working days after the vacancy is created.

Our goal is to promote/advance from within provided an internal applicant meets the qualifications for the vacant position. Any employee may apply for a vacant position, in writing, by submitting a letter of interest to the office of the Director of Business Services by the end of the posting period.

2. After receipt of all INTERNAL applications, the qualifications of the internal applicants will be evaluated and determined solely by the Superintendent or designee. Criteria to be included in evaluating employees for a vacancy shall include but not be solely limited to: attendance, punctuality, work record, education, training, experience and ability to work with others.

In the event one or more employees/internal applicants are found to be qualified for the vacancy, the vacant position shall be offered first to the most qualified employee applicant. When the qualifications of two (2) or more employee applicants are essentially equal, as determined exclusively by Superintendent or designee, the vacancy will be awarded to the employee applicant with the greatest system seniority.

System seniority shall be defined as the uninterrupted length of continuous service with the Board, measured from the employee's first day of work with the Board as a member of the bargaining unit. An employee selected to fill the vacancy in this manner shall be subject to a probationary period of ninety (90) calendar days. The Board, for good cause shown, shall have the right to return the employee to his/her previous position within this probationary period. The employee shall also have the option of returning to his/her previous position within this probationary period.

3. If a vacant position is not filled in accordance with 2 above, it may be filled by an outside candidate in accordance with Civil Service initial hiring guidelines and rules. Such newly hired employees shall serve a 180 calendar day probationary period.
4. Vacancies, including any vacancy created by the procedures of this article, may be filled by a substitute until a permanent employee is hired.

5. The Board will strive to fill all vacancies within the bargaining unit within 30 days of the close of the posting period, and in the event an internal applicant is awarded a vacancy, the Board shall fill the vacancy within 30 days of the close of the posting period. The starting date shall be at the Board's discretion.
6. An employee who is granted a vacancy within his/her present classification shall be placed on the salary schedule in accordance with his/her classification seniority. Classification seniority shall be defined as the uninterrupted length of continuous service in the classification, measured from the employee's first day of work within the classification as a member of the bargaining unit. An employee who is offered a vacancy outside his/her present classification shall be placed on the new salary schedule at a step closest to but not less than the hourly rate of the employee's former position. An employee who applies for and is selected for a position on a lower pay scale in the same classification will retain his/her years of service for purposes of salary schedule placement in the new position. New hires from outside the bargaining unit shall be placed at Step 0 on the salary schedule, if appropriate.

#### **ARTICLE IX - VACATION**

A. All twelve (12) month employees hired prior to January 1, 1998 will be granted vacation time as outlined below in Section B. All twelve (12) month employees hired on January 1, 1998 or after will be granted vacation time as outlined below in Section C. For vacation pay purposes, a week equals five (5) days at the employee's current pay rate, and a day will be the same number of hours as the employee's regular working day. For original employment beginning on or before the 15th of any month, the employee shall accrue vacation time until the following July 1. Thereafter, all vacation service credit will be determined each year as of July 1. Vacations may be spread out during the school year, with prior approval of the supervisor involved. It is understood that all employees will consider the benefit of the school system in making application for vacations at times other than the summer months. Vacations may be carried or split from one (1) year to another for a maximum of two (2) years.

B. For twelve-month employees hired prior to January 1, 1998, the number of weeks vacation allowed are as follows:

YEARS' SERVICE	NUMBER WEEKS
1 through 8	2 weeks
9 through 14	3 weeks
15 through 20	4 weeks

One (1) additional day for each year beginning with the twenty-first (21st) year to a maximum of thirty (30) days.

C. For twelve-month employees hired on January 1, 1998 and after, the number of weeks vacation allowed are as follows:

YEARS' SERVICE	NUMBER WEEKS
1 through 8	2 weeks
9 through 14	3 weeks
15 or more	4 weeks

- D. Each bargaining unit member entitled to vacation leave must present his/her request for dates in writing at least eight (8) work days in advance of the requested date(s) and have the dates of the vacation approved by the Superintendent or designee in writing, after a recommendation from the supervisor, before taking vacation.
- E. Any bargaining unit member covered by this agreement separated from school employment shall be compensated for earned vacation credit on a pro-rated basis.
- F. Vacation time may be taken in one-half (1/2) day increments.

**ARTICLE X - ABSENCES AND LEAVES**

A. Sick Leave

- 1. All employees are provided sick leave with pay in accordance with the provisions of the Ohio Revised Code Section 3319.141. Except for bus drivers with regularly scheduled midday routes, sick leave may be taken in one-half (1/2) day increments. Employees who miss more than one half (1/2) of their scheduled workday shall be charged with the utilization of a full day (1.00) of sick leave. Except for bus drivers with regularly-scheduled mid-day routes, employees who miss less than one-half (1/2) of their scheduled work day shall be charged with the utilization of a half day (.50) of sick leave. Bus drivers with regularly scheduled mid-day routes shall be charged with one-third (.33) of their scheduled workday for missing one route or two-thirds (.67) for missing two routes or a full day (1.00) for missing all three routes.
- 2. Employees are entitled to accumulated sick leave at the rate of one and one-fourth (1 1/4) days per month. If not absent from work because of illness, all employees covered by this agreement shall accumulate fifteen (15) days' sick leave annually, and cumulative without limitation. Upon approval of the Superintendent, employees may use sick leave credit for absence due to illness, injury exposure to contagious disease, which could be communicated to other employees in the school system, and to illness or death in the employee's immediate family. The Superintendent may require a doctor's statement from the family physician (*i.e.*, M.D. or D.O.) if absence is frequent, or for an extended period of time, or regularly before or after a weekend or holiday.
- 3. Immediate family shall include husband, wife, children, and any other members of the same home; father and mother; step-father and step-mother, brothers and sisters; grandfather and grandmother; grandchildren; father-in-law and mother-in-law. All absences for the above reasons shall be chargeable to an employee's earned sick leave credit, provided, however a new employee is advanced five (5) days of sick leave until the employee has accrued five (5) sick days.

4. Transfer of Accumulated Sick Leave: Sick leave previously accumulated by new employees transferring directly from another Board of Education or other state instrumentality shall be recognized and credited when verified by the instrumentality which previously employed the person. No previously accumulated sick leave shall be credited to employees who have been separated from public service in the State of Ohio for more than ten (10) years.
5. Sick leave shall accumulate in accordance with Section A, paragraph 2. There is no limitation on use of accumulated sick leave. For pay purposes, a day of sick leave for hourly-rated personnel will be the same number of hours the employee would have been scheduled to work that day.
6. Notification of accumulated sick leave will be provided to each employee on his/her pay stub not less than four (4) times per year.

B. Jury Duty/Military Leave

Jury Duty

1. When a jury summons is received, the Supervisor shall be notified immediately. Dates and possible duration of absences shall be discussed so that the Supervisor can arrange for substitutes as appropriate.
2. Upon written verification of attendance, the Board shall pay the employee his/her per diem rate for each day or partial day of jury duty served during a regularly scheduled work day up to 30 days in a work year. It is the intention of the parties to supersede R.C. 3313.211. Money paid to the employee by the court shall be retained by the employee and used to cover his/her personal expenses incurred during jury duty.

Military Leave

1. Upon written notification and verification of attendance, the Board shall pay the employee his/her per diem rate for each day the employee is required to provide military service up to a total of 22 days at a maximum of 8 hours per day as required by R.C. §5923.05. Any request for leave that exceeds the number required by state and federal law will not be paid by the Board. The employee may request additional days beyond that required by state and federal law, but it is understood that if the days are granted it will be without pay.

C. Personal Leave

Three (3) days' leave without deduction from pay and not chargeable to accumulated sick leave may be granted for personal reasons with the approval of the Superintendent. Personal leave may be taken in one-half (1/2) day increments or, for bus drivers with regularly scheduled mid-day routes, one-third (1/3) day increments.

Two (2) of the personal leave days will be considered for approval under the following categories (#1 - #15)

1. Religious observance
2. Court appearance
3. Death of a relative or close friend (not covered by sick leave)
4. Graduation of the employee or a member of the immediate family
5. Wedding of the employee or a member of the immediate family or participation as a member of a wedding party
6. College visitation with employee's son or daughter who is a junior or senior for the purpose of college admission
7. Moving son/daughter in/out of college
8. Employee moving to new residence
9. Retirement planning appointment for employee/spouse with the appropriate retirement system
10. Assisted living or nursing facility visit for the purpose of placement of a member of the immediate family
11. Estate closure of immediate family member
- \*12. Important business transaction
- \*13. Travel complications beyond the control of the individual
- \*14. Unforeseen personal emergency
15. Chaperoning field trip of son/daughter or attending special event or conference of school-age son/daughter.
16. No reason (one day only) Twelve (12) month employees are not eligible to take "no reason" personal leave.

\* Additional reasons to be specified.

The Superintendent may grant one additional personal leave day for any reason he/she deems appropriate and shall determine the validity of this request for leave according to the reasons stated above (i.e., #1. Religious observances, #2. Court appearance, ...#14. Unforeseen personal emergency.) This decision will be final, will not be grievable, and will not be based on past decisions or will not become a precedent for future requests. If the employee has not used one (1) no-reason day, the Superintendent shall grant a fourth personal leave day for categories (#1-#16) after the employee has met with the Superintendent. A fourth personal leave day granted to the employee by the Superintendent shall result in the elimination of one of the employee's accumulated sick leave days.

A maximum of three (3) days of unused personal leave will be converted to sick leave on a one-to-one basis at the end of each school year, unless the employee has used a no-reason day. In which case, no days will be converted to sick leave.

Except in an emergency situation, written requests shall be submitted to the Superintendent 48 hours in advance of the date(s) requested. Except in an emergency situation, personal leave shall not be used on in-service days, parent conference days, nor during the first or last week of school. Except for the death of a relative or close friend (not covered by sick leave), personal

leave shall not be used the day before or the day after a holiday or vacation period, nor to seek or perform another job.

Personal leave days do not accumulate from year to year, and no more than three percent (3%) of the bargaining unit shall be granted personal leave on the same day.

Professional and ethical consideration will be observed by the employee in making a request for personal days.

D. Holidays

Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday if the Kent Schools are closed. Memorial Day, Independence Day if it falls within the employee's working year. New Year's Eve Day and President's Day for twelve (12) month employees. Should any holiday fall on Saturday or Sunday, it will be observed on the preceding Friday or subsequent Monday, respectively. Employees who work different hours on different days of the week will receive holiday pay at the number of hours scheduled for that day of the week. An employee must be in an active pay status the day before and the day after a holiday in order to be paid for the holiday.

E. Professional Meeting Days

1. Up to four (4) OAPSE officers or designees shall be paid their regularly scheduled hours at their regular rate if scheduled to work and if they attend the annual union district meeting.
2. Two (2) Union Officers (or their designees) shall be permitted to attend the Annual State Union Conference without loss of pay (excluding any overtime).
3. Employees may attend, without loss of pay, workshops, seminars, conferences or job enrichment programs directly related to their job duties if approved by their immediate supervisor and the Superintendent.

F. Attendance Incentive

Any classified employee who has perfect attendance in a work year (0 sick days, 0 personal leave days, 0 days unpaid/"dock" days), and who has been employed as of the beginning of that work year, shall be paid a lump sum salary payment of \$300 for twelve (12) month employees or \$200 for employees working less than 12 months in a work year. Any classified employee who uses only one (1) sick leave day or one (1) personal leave day or one (1) unpaid/"dock" day, but not any combination of sick, personal, or unpaid leave, and who has been employed as of the beginning of that work year, shall be paid a lump sum salary payment of \$100 for twelve (12) month employees or \$75 for employees working less than 12 months in a work year. The lump sum salary payment shall be subject to all required payroll deductions.

G. Assault Leave

Any employee who is physically assaulted by a non-employee while performing assigned duties shall be granted a paid leave of absence for the period designated by the employee's licensed physician, not to exceed eighteen (18) school days, and said days shall not be deducted from Sick Leave. If an employee assaults another employee, assault leave as outlined above may be granted by the Superintendent. If additional days are needed, based upon the statement by the licensed physician, additional absence will be deducted from the employee's Sick Leave.

For receipt of Assault Leave, the employee shall do the following:

1. Report the incident to the Supervisor by completing the assault report form as soon as possible, and the application for assault leave is to be filed within five (5) work days of the alleged assault; or if hospitalized, within five (5) work days after release.
2. File a police report and cooperate with the legal authorities in any prosecution.
3. Obtain medical attention and secure a certificate from a licensed physician stating the nature of the disability and its duration.

H. Leave of Absence (extended time)

Upon the recommendation of the Superintendent, an extended leave of absence may be granted by the Board of Education:

1. because of personal illness or illness within the immediate family
2. for purposes of study
3. for other just and sufficient cause

Except for personal illness and illness within the immediate family, a leave of absence will not be requested until after two years' service in the school system. An extended leave of absence may be granted up to one full school year, and may be renewed for not more than one additional year. No more than two years' extended leave will be granted within a five-year period.

During this period of absence, the applicant will not accrue sick leave credit and will not be entitled to salary or fringe benefits. However, the applicant may choose to keep his/her already awarded, pre-existing insurance in effect by reimbursing the Board of Education for maintaining coverage.

Applications for an extended leave of absence will be submitted to the Superintendent, except in an emergency, at least thirty (30) days prior to the beginning of such leave. The application will contain a date on which the leave is to commence, and if less than the remainder of a school year, the expected date of return to service.

When an eligible employee submits a written request for an extended leave of absence for circumstances covered by the Federal Family and Medical Leave Act of 1993 ("FMLA"), such request shall be considered a request for leave pursuant to the FMLA. Such request must be granted if the employee is entitled to take FMLA leave, but only to the extent that the FMLA

requires such leave to be granted. Such leave shall then be counted toward the amount of unpaid leave to which the employee is entitled by virtue of the FMLA. When an extended leave of absence is requested for a circumstance that is covered by the FMLA, the FMLA's employee notice/application provisions shall control over conflicting provisions in this section. When a request for an extended leave of absence is granted because it is required by the FMLA, the FMLA's eligibility, maintenance-of-health-benefits, and restoration-to-employment provisions shall control over conflicting provisions in this section, but these FMLA provisions shall control only during the FMLA-required portion of such leave. In addition to the request for an extended leave of absence made by an employee, the absence of an employee for twenty (20) consecutive workdays or for twenty (20) work days during a period of forty (40) consecutive work days shall be treated as FMLA Leave if the reason for the absence is a qualifying reason under the FMLA.

1. The "12-month period" for purposes of the FMLA shall be a rolling 12-month period measured backward from the date an eligible employee uses any FMLA leave.
2. If an eligible employee has accrued some type of paid leave, such paid leave shall be substituted for unpaid FMLA leave in the following order:
  - A. If accrued, sick leave shall be substituted for unpaid FMLA leave taken because of the employee's own serious health condition or to care for a family member with a serious health condition.
  - B. If accrued, personal leave shall be substituted for unpaid FMLA leave taken because of the employee's own serious health condition or to care for a family member with a serious health condition. When paid leave is substituted for unpaid FMLA leave, as provided for above, the paid leave shall be counted toward the employee's entitlement to unpaid leave under FMLA, if any such entitlement exists.
3. An employee returning from FMLA leave shall be restored to a position for which he/she is properly classified and that provides pay, benefits, and other terms and conditions of employment that are equivalent to the position that the employee held prior to taking the FMLA leave.
4. If an eligible employee requests intermittent or reduced schedule FMLA leave to care for a family member with a serious health condition or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 33% of the total number of working days over the period the leave would extend, the Board may require the employee to choose either to:
  - A. Take leave for a block or blocks of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed; or
  - B. Temporarily transfer to an available alternative position for which the employee is qualified, which has equivalent pay and benefits and which better accommodates recurring periods of leave than does the employee's regular position.
- I. Sick Leave Bank

Kent City Schools will establish a Sick Leave Bank to provide for paid sick leave for absence that exceeds the amount of sick leave days accumulated by the employee. Any member of the classified staff may voluntarily donate one (1) accumulated, unused sick day to the Sick Leave Bank. Each classified employee who chooses to donate shall notify the Board Treasurer in writing. The Treasurer is then authorized to reduce by one day that employee's accumulated unused sick leave total. A member must have contributed to the sick leave bank to be able to utilize this benefit. In their first year of employment, newly hired members will be offered the opportunity to contribute to the sick leave bank; otherwise, contributions may be made only upon district-wide request of the Superintendent and OAPSE President.

If a member is absent due to catastrophic personal illness/injury, and has exhausted all of his/her accumulated sick leave, the member could request to draw up to twenty (20) days per school year from the Sick Leave Bank. Days must be approved by the Superintendent and the OAPSE President; their decision will be final, will not be grievable, and will not be based on past decisions or will not become a precedent for future requests.

When the Sick Leave Bank is reduced to 20 days or less due to utilization by members, a "new cycle" of donating one (1) accumulated, unused sick day to the Sick Leave Bank begins. A member must have contributed a day in the "new cycle" in order to be able to utilize this benefit. If the member has less than 20 days accumulated and has less than 3 years of total public employment experience (in Kent or outside of Kent) and has previously donated a day in Kent, then that member will be exempt from donating into the "new cycle." The Treasurer will notify the Superintendent and OAPSE Local #176 President when they must issue a request for additional days.

**ARTICLE XI INSURANCE PROGRAM**

Effective: January 1, 2014 through June 30, 2014

A. COMPREHENSIVE MAJOR MEDICAL

This plan includes a mandatory hospital pre-admission certification requirement which must be followed to prevent a reduction in benefits payable by the plan. Failure to contact the medical review organization as specified in this pre-admission certification requirement will result in a \$200 reduction in benefits payable for hospital expenses incurred during a non-certified hospital confinement.

This plan will pay, after satisfaction of the specified deductible amount, the benefit percentage indicated in the schedule of benefits, subject to the specified maximums.

The plan provides for a preferred provider organization (network provider) as recommended by the insurance committee to the board of education.

Overall Lifetime Maximum .....\$2,000,000

Calendar Year Deductible Amount..... Individual \$200  
..... Family \$400

Benefit Percentage (Paid by the Plan)

Network-----80% of the Network Provider charge unless specifically noted otherwise

Non-Network---70% of reasonable and customary charge  
(R&C) unless specifically noted otherwise

Out-of-Pocket Maximum

(Includes copayments and the calendar year deductible amount)

Network

Individual ----- \$750

Family ----- \$1,500

Non-Network

Individual ----- \$1,500

Family ----- \$3,000

Benefit Limits & Maximums (subject to Overall Lifetime Maximum)

Spinal Manipulation Treatment-----\$1,500 per Calendar Year

Treatment of Infertility -----50% Benefit Percentage

(not to exceed \$10,000 per employee and Dependent spouse combined; Invitro

Fertilization and/or Embryo Transplant limited to three cycles)

Screening Colonoscopy -----Every 5 years beginning at age 50

B. DENTAL INSURANCE

Payment for dental expenses, other than those incurred under Preventive Care Service benefits, are subject to the following:

1. The charges must be part of a Dental Treatment Plan which, before the procedures are performed, has been submitted to the insurance company and reviewed and returned to the dentist showing estimated benefits.
2. Submission of a Dental Treatment Plan will not be needed if less than \$300.00 of charges are involved or if there is a dental emergency.
3. \$2,000 maximum per year per individual (not including orthodontics) for covered services; \$2,500 maximum lifetime on orthodontics
3. \$50.00 deductible per year per individual; \$100.00 deductible per year per family.
4. Inclusion of dental implants paid at 80% of reasonable and customary charges; subject to annual maximum benefit per individual.

Preventive Care Service benefits shall be as follows:

1. Prophylaxis (cleaning) for children under 14 years (and limited to no more than two treatments in any one calendar year).
2. Prophylaxis (including scaling and polishing) for persons age 14 and over (and limited to no more than two treatments in any one calendar year).
3. Two (2) fluoride treatments in a calendar year.
4. Sealant treatments recommended by a dentist.
5. Space maintainers and their adjustments, limited to initial appliance only (for children under 16).
6. Dental examinations and x-rays (limited to two visits per calendar year).

#### C. FLEXIBLE SPENDING PLAN

A flexible spending plan will be available for specific eligible expenses (i.e., child care, medical) using pre-tax dollars. Open enrollment for this benefit occurs every November. Employees utilizing the Flexible Spending Plan will have the monthly administrative fee paid for by the board of education.

#### D. INSURANCE COVERAGE OF DEPENDENTS

For purposes of insurance coverage, a dependent includes an unmarried dependent child from age nineteen to age twenty-five provided the child is a full-time student at an accredited school, college, or university. Proof of full-time student status will be required.

If both husband and wife are eligible as an Insured Person, only the one with greater seniority of employment with the Board of Education shall be eligible as an Insured Person for all benefits. That person's spouse shall be eligible as an Insured Person for Life Insurance and Accidental Death and Dismemberment Benefits and as a Dependent for Medical, Dental, Prescription, and Vision Benefits. If the spouse who is the Insured Person for all benefits terminates employment or loses coverage, the remaining spouse, if eligible as an Insured Person (i.e., meets minimum employment contract requirements to be eligible for insurance coverage), will become eligible for all benefits if enrollment is within 31 days of eligibility.

#### E. INSURANCE REVIEW BOARD

The Superintendent agrees to the formation of a Review Board consisting of two representatives each from Kent Education Association, Ohio Association of Public School Employees, and the Central Office Staff. The purpose of this Board shall be to receive any insurance-related problems that have not been resolved through normal procedures and to present all valid concerns to the insurance company for early resolution.

#### F. LIFE INSURANCE

Life insurance and accidental death and dismemberment benefit shall be \$40,000. Life insurance and accidental death and dismemberment benefit for full-time employees with 18 years of Kent credit experience shall be \$45,000.

#### G. MENTAL HEALTH AND SUBSTANCE ABUSE

Benefits payable for all inpatient treatment of mental illness and substance abuse combined are limited to a maximum of 90 days of confinement per covered person.

#### H. PHYSICAL EXAMINATION EXPENSE BENEFIT

\$300.00 towards a doctor's fee for a complete physical examination and a complete medical history once every two (2) calendar years for each covered employee forty years of age or older. For each covered employee 50 years of age or older, \$300.00 towards a doctor's fee for a complete physical examination and a complete medical history once every calendar year. Expenses incurred for diagnostic services will be subject to the provisions of the Comprehensive Major Medical Plan. The physical examination shall not be scheduled during the working day.

#### I. PREMIUM PAYMENT

Each employee regularly scheduled to work at least twenty five (25) hours per week, electing to take either single or family coverage shall pay \$199.00 per month for family coverage or \$87.00 per month for single coverage.

These payments shall be made through payroll deduction in bimonthly installments and shall be sheltered from federal and state income taxes as permitted by Section 125 of the Internal Revenue Code.

In the event of an insurance premium increase, if the employee will not be receiving subsequent paychecks to cover the adjustment for the additional premium, then the employee shall pay the premium increase to the Board.

Employees regularly scheduled to work at least twenty (20) but less than twenty-five (25) hours per week may purchase the insurance coverage by paying the entire cost. Employees regularly scheduled to work less than twenty (20) hours per week are not liable to purchase insurance coverage.

#### J. PRESCRIPTION

The prescription drug plan provider will issue a drug plan card that will enable a covered individual to purchase up to a thirty (30) day supply of a prescription drug with one refill. Each prescription will be subject to a twenty-five percent (25%) co-pay, with a cap of \$25.00 co-pay per prescription.

Prescriptions may be purchased directly from the prescription drug plan provider. Envelopes and a toll-free number will be provided. Covered drugs furnished by the prescription plan provider will be subject to a twenty-five percent (25%) co-pay with a cap of \$25.00 co-pay per prescription for up to a 90-day supply when authorized by the prescriber.

Covered Expenses under the prescription drug plan are limited to “legend drugs” used in the treatment of illness or injury and which are not included on the list of drugs excluded from the drug plan card. “Legend drugs” are those which cannot be dispensed without a prescription.

#### K. VISION INSURANCE

For the eligible expenses below, vision insurance shall be 50% of reasonable and customary charges, up to a maximum payment of \$200.00, once every two calendar years for each covered person under age 40 and once every calendar year for each covered person age 40 and over. For the 2006 calendar year, no covered person will be negatively affected by the switch to the calendar year basis from a 24- or a 12-month basis.

Eligible expenses:

- Vision Screening and Analysis
- Frames
- Prescription Lenses
- Single Vision Defect
- Bifocals
- Trifocals
- Lenticulars
- Contacts

#### L. WAIVER OF INSURANCE

Any employee eligible for insurance coverage may waive his/her coverage's under the Kent City Schools' insurance plan in exchange for which he/she will receive an annual lump sum salary payment. Such option shall be available to employees on the following basis:

1. Employees must waive all phases of the plan except for life insurance.
2. Employees must show proof of outside medical insurance coverage.
3. Employees must inform the Treasurer's Office in writing by August 15 of each year or, in the case of new employees, within 10 days of the beginning date of employment, of their intention to waive coverage's for the school year. Written notice shall be on a waiver form provided by the Board.
4. The lump-sum salary payment for the waiver, subject to all required payroll deductions, shall be \$1,500.00 (increased to \$1,750.00 beginning with the 2011-12 waiver) for the family plan and \$1,000.00 (increased to \$1,125.00 beginning with the 2011-12 waiver) for the single plan based on 12 months. For a new employee whose period of waiver

time is less than 12 months, the lump sum salary payment will be prorated on a monthly basis.

5. Employees and their eligible dependents who re-enroll in the insurance plan during the month of August (the annual open enrollment period) will not be subject to satisfaction of Evidence of Insurability requirements or pre-existing condition limitations. However, new employees who waive coverage at the beginning of employment will be subject to satisfaction of Evidence of Insurability requirements and pre-existing condition limitations the first time they choose to enroll in the insurance plan during the annual open enrollment period.
6. During the school year, an employee may re-enroll in the insurance plan if he/she loses the outside medical insurance coverage because of a divorce, dissolution, or death of a spouse or because the spouse involuntarily loses insurance coverage. These employees and their eligible dependents will not be subject to satisfaction of Evidence of Insurability requirements; however, pre-existing condition limitations will apply. New employees who waived coverage at the beginning of employment, and who lose outside insurance coverage due to these circumstances, will be subject to satisfaction of Evidence of Insurability requirements and pre-existing condition limitations. Proof of loss of insurance due to these circumstances must be submitted to the Treasurer's Office within 31 days of termination of the outside insurance coverage.
7. The lump sum salary payment for waiver of insurance coverage shall be made to the employee on the first pay date in September after the school year of waiver. However, if the employee's final day of employment is before the end of the school year, or if the employee is granted an unpaid leave of absence (except under the Family and Medical Leave Act) during the school year, or if re-enrollment occurs under Item #6 above, the employee will not receive the lump sum salary payment for waiver of insurance coverage.
8. If both husband and wife are eligible as an Insured Person, only the one with lesser seniority of employment with the Board of Education shall be eligible for the lump sum salary payment for waiver of insurance, provided that both spouses are represented by OAPSE.

M. WELL CHILD CARE

Well Child care from birth to age one shall be \$1000 per calendar year. Well Child care from age one to age twelve shall be \$350.00 per calendar year.

N. WELLNESS SCREENING

An annual wellness screening (including a complete blood analysis, blood pressure check and medical questionnaire) will be offered at no cost to the covered employee and/or covered Dependent spouse. Individual results will be kept confidential, with only aggregate results released to the Board.

O. SCHOOL EMPLOYEES HEALTH CARE BOARD

The Insurance Program shall comply with ORC 9.901, including any best practices promulgated by the School Employees Health Care Board.

Effective: July 1, 2014 through December 2015

A. COMPREHENSIVE MAJOR MEDICAL

This plan includes a mandatory hospital pre-admission certification requirement which must be followed to prevent a reduction in benefits payable by the plan. Failure to contact the medical review organization as specified in this pre-admission certification requirement will result in a \$200 reduction in benefits payable for hospital expenses incurred during a non-certified hospital confinement.

This plan will pay, after satisfaction of the specified deductible amount, the benefit percentage indicated in the schedule of benefits, subject to the specified maximums.

The plan provides for a preferred provider organization (network provider) as recommended by the insurance committee to the board of education.

Overall Annual Maximum..... Unlimited

Calendar Year Deductible Amount

Network .....	Individual	\$250
	.....Family	\$500
Non-Network .....	Individual	\$400
	..... Family	\$800

Coinsurance (Paid By the Plan)

Network.....	80% of the Allowed Amount
Non-Network.....	60% of the Allowed Amount

When admitted to an In-Network Hospital all services administered by the facility and physicians attached to that facility shall be paid according to the In-Network schedule of benefits.

Out-of-Pocket Maximum

(Includes coinsurance paid by the employee, medical copayments and the calendar year deductible amount)

Network	
.....	Individual \$1200
.....	Family \$2000
Non-Network	
.....	Individual \$2000
.....	Family \$4000

Benefit Limits & Maximums (subject to Overall Annual Maximum)

Spinal Manipulation Treatment..... 20 visits per calendar year  
Treatment of Infertility.....No coverage for treatment of infertility. Coverage will include tests and treatment necessary to determine diagnosis of infertility.

Physician Office Visits (non-routine)

Network.....\$20.00 co-pay per visit  
Non-network.....Subject to deductible and coinsurance

Physician Office Visits (preventative care as defined by Affordable Care Act)

Network.....covered 100% /\$0 co-pay per visit  
Non-network.....\$25 co-pay per visit

Urgent Care Services

Network.....\$35.00 co-pay per visit  
Non-network.....Subject to deductible and coinsurance

Emergency Room Services

Network & Non-Network.....\$100.00 co-pay per visit;  
then plan pays 100% of the allowed amount. Co-pay is waived if admitted to the hospital from the emergency room

Emergency Room Service (NON-EMERGENCY USE OF)

Network..... \$150.00 co-pay per visit; then subject to  
Deductible and coinsurance  
Non-network.....\$150.00 co-pay per visit; then subject to  
Deductible and coinsurance

The Plan shall follow insurance industry accepted plan exclusions including, but not limited to: Genetic testing as a preventive routine benefit; residential care rendered by a residential treatment facility; elective care rendered outside the U.S.

B. DENTAL INSURANCE

Payment for dental expenses, other than those incurred under Preventive Care Service benefits, are subject to the following:

The charges must be part of a Dental Treatment Plan which, before the procedures are performed, has been submitted to the insurance company and reviewed and returned to the dentist showing estimated benefits.

Submission of a Dental Treatment Plan will not be needed if less than \$300.00 of charges are involved or if there is a dental emergency.

\$2,000 maximum per year per individual (not including orthodontics) for covered services;  
\$2,500 maximum lifetime on orthodontics

\$50.00 deductible per year per individual; \$100.00 deductible per year per family.

Inclusion of dental implants paid at 80% of reasonable and customary charges; subject to annual maximum benefit per individual.

Preventive Care Service benefits shall be as follows:

Prophylaxis (cleaning) for children under 14 years (and limited to no more than two treatments in any one calendar year).

Prophylaxis (including scaling and polishing) for persons age 14 and over (and limited to no more than two treatments in any one calendar year).

Two (2) fluoride treatments in a calendar year.

Sealant treatments recommended by a dentist.

Space maintainers and their adjustments, limited to initial appliance only (for children under 16).

Dental examinations and x-rays (limited to two visits per calendar year).

#### C. FLEXIBLE SPENDING PLAN

A flexible spending plan will be available for specific eligible expenses (i.e., child care, medical) using pre-tax dollars. Open enrollment for this benefit occurs every November. Employees utilizing the Flexible Spending Plan will have the monthly administrative fee paid for by the board of education.

#### D. INSURANCE COVERAGE OF DEPENDENTS

For purposes of insurance coverage, a dependent includes a child from birth to age twenty-six as defined in the eligibility section of the Summary Plan Description.

If both husband and wife are eligible as an Insured Person, they shall have the option to elect two single plans or one family plan. If a family plan is selected, that person's spouse shall be eligible as an Insured Person for Life Insurance and Accidental Death and Dismemberment Benefits and as a Dependent for Medical, Dental, Prescription, and Vision Benefits. If the spouse who is the Insured Person for all benefits terminates employment or loses coverage, the remaining spouse, if eligible as an Insured Person (i.e., meets minimum employment contract requirements to be eligible for insurance coverage), will become eligible for all benefits if enrollment is within 31 days of eligibility. If two single plans are selected, neither employee shall be eligible for waiver payment under subsection L.8. below.

E. INSURANCE REVIEW BOARD

The Superintendent agrees to the formation of a Review Board consisting of two representatives each from Kent Education Association, Ohio Association of Public School Employees, and the Central Office Staff. The purpose of this Board shall be to receive any insurance-related problems that have not been resolved through normal procedures and to present all valid concerns to the insurance company for early resolution.

F. LIFE INSURANCE

Life insurance and accidental death and dismemberment benefit shall be \$40,000. Life insurance and accidental death and dismemberment benefit for full-time employees with 18 years of Kent credit experience shall be \$45,000.

G. MENTAL HEALTH AND SUBSTANCE ABUSE

In accordance with Federal Mental Health Parity requirements, the plan will not apply any financial requirement or treatment limitation to Mental Illness, Alcoholism or Drug Abuse benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation applied to substantially all medical/surgical benefits in the same classification.

H. PHYSICAL EXAMINATION EXPENSE BENEFIT

The Plan will cover a complete physical examination and a complete medical history once every two (2) calendar years for each covered employee forty years of age or older. For each covered employee 50 years of age or older, the Plan will cover a complete physical examination and a complete medical history once every calendar year. Expenses incurred for diagnostic services will be subject to the provisions of the comprehensive Major Medical Plan. The physical examination shall not be scheduled during the working day.

I. PREMIUM PAYMENT

Until September 1, 2014, each employee regularly scheduled to work at least twenty five (25) hours per week, electing to take either single or family coverage shall pay \$199.00 per month for family coverage or \$87.00 per month for single coverage.

Effective September 1, 2014, each employee regularly scheduled to work at least twenty five (25) hours per week shall pay \$310.00 per month for family coverage or 15% of the monthly family premium, whichever is less; or \$125.00 per month for single coverage or 15% of the monthly single premium, whichever is less.

These payments shall be made through payroll deduction in bimonthly installments and shall be sheltered from federal and state income taxes as permitted by Section 125 of the Internal Revenue Code.

In the event of an insurance premium increase, if the employee will not be receiving subsequent paychecks to cover the adjustment for the additional premium, then the employee shall pay the premium increase to the Board.

Employees regularly scheduled to work at least twenty (20) but less than twenty-five (25) hours per week may purchase the insurance coverage by paying the entire cost. Employees regularly scheduled to work less than twenty (20) hours per week are not liable to purchase insurance coverage.

## J. PRESCRIPTION

### Retail Drug Program:

The prescription drug plan provider will issue a drug plan card that will enable a covered individual to purchase up to a thirty (30) day supply of a prescription drug under the Retail drug program. Effective July 1, 2014 the prescription drug coverage will include a formulary. Both formulary and non-formulary drugs are covered, but at different levels of co-pay by the employee. The prescription drug plan provider will establish the formulary list of drugs and the employee co-payments shall be as follows:

Generic.....	\$4.00 co-pay per 30 day supply
Formulary.....	25% co-pay up to a maximum of \$25 per 30 day supply
Non-Formulary..	25% co-pay up to a maximum of \$50 per 30 day supply
All Specialty Drugs (Bio-Logic) ..	50% co-pay up to a maximum of \$100 per 30 day supply

### Mail Order Drug Program:

Prescriptions may be delivered directly to the member's home from the prescription drug plan provider via the Mail Order drug program. Covered drugs furnished by the prescription drug plan provider will be subject to the co-pays listed below, for up to a 90-supply, of a maintenance medication, when authorized by the prescriber.

Generic.....	\$12.00 co-pay per 90 day supply
Formulary.....	25% co-pay up to a maximum of \$50 per 90 day supply
Non-Formulary..	25% co-pay up to a maximum of \$100 per 90 day supply

### Generic Incentive:

For both Retail and Mail Order fills, if the member or physician requests a Non-Formulary brand name drug and a Generic equivalent exists, the member will pay the Non-Formulary Brand co-pay, plus the difference between the cost of the Generic and the Non-Formulary brand-name drug, regardless of any "dispense as written/DAW" notation by the physician or the member. The prescribing physician may submit a request to have the difference between the cost of the generic drug and the Non-Formulary brand-name drug waived due to medical necessity. If the request is approved by the Pharmacy Benefit Manager, the difference will be waived and only the applicable Non-Formulary brand copay will apply.

Effective July 1, 2015, the prescription drug co-payments paid by covered members will accumulate to a separate out-of-pocket maximum as defined by the Affordable Care Act.

Covered Expenses under the prescription drug plan are limited to “legend drugs” used in the treatment of illness or injury and which are not included on the list of drugs excluded from the drug plan card. “Legend drugs” are those which cannot be dispensed without a prescription.

#### K. VISION INSURANCE

For the eligible expenses below, vision insurance shall be 75% of reasonable and customary charges, up to a maximum payment of \$300, once every calendar year for each covered person.

Eligible expenses:

- Vision Screening and Analysis
- Frames
  - Prescription Lenses
  - Single Vision Defect
  - Bifocals
  - Trifocals
  - Lenticulars
  - Contacts

#### L. WAIVER OF INSURANCE

Any employee eligible for insurance coverage may waive his/her coverage’s under the Kent City Schools' insurance plan in exchange for which he/she will receive an annual lump sum salary payment. Such option shall be available to employees on the following basis:

1. Employees must waive all phases of the plan except for life insurance.
2. Employees must show proof of outside medical insurance coverage.
3. Employees must inform the Treasurer's Office in writing by August 15 of each year or, in the case of new employees, within 10 days of the beginning date of employment, of their intention to waive coverage’s for the school year. Written notice shall be on a waiver form provided by the Board.
4. The lump-sum salary payment for the waiver, subject to all required payroll deductions, shall be \$1,800.00 for the family plan and \$1,125.00 for the single plan based on 12 months. For a new employee whose period of waiver time is less than 12 months, the lump sum salary payment will be prorated on a monthly basis.
5. Employees and their eligible dependents who enroll in the insurance plan during the month of August (the annual open enrollment period) will not be subject to pre-existing condition limitations.

6. During the school year, an employee may re-enroll in the insurance plan if he/she loses the outside medical insurance coverage because of a divorce, dissolution, or death of a spouse or because the spouse involuntarily loses insurance coverage. These employees and their eligible dependents will be subject to pre-existing condition limitations. Proof of loss of insurance due to these circumstances must be submitted to the Treasurer's Office within 31 days of termination of the outside insurance coverage.
7. The lump sum salary payment for waiver of insurance coverage shall be made to the employee on the second pay date in August after the school year of waiver. However, if the employee's final day of employment is before the end of the school year, or if the employee is granted an unpaid leave of absence (except under the Family and Medical Leave Act) during the school year, or if re-enrollment occurs under Item #6 above, the employee will not receive the lump sum salary payment for waiver of insurance coverage.
8. If both husband and wife are eligible as an Insured Person and have a family plan, only the one with lesser seniority of employment with the Board of Education shall be eligible for the lump sum salary payment for waiver of insurance, provided that both spouses are employed by Kent City Schools.

M. WELL CHILD CARE

Charges for Well Child care for a Dependent child up to age twelve shall be payable as specified in the Schedule of Benefits.

N. WELLNESS SCREENING

An annual wellness screening (including a complete blood analysis, blood pressure check and medical questionnaire) will be offered at no cost to the covered employee and/or covered Dependent spouse. Individual results will be kept confidential, with only aggregate results released to the Board.

## O. SCHOOL EMPLOYEES HEALTH CARE BOARD

The Insurance Program shall comply with OAC Chapter 123-6, including any best practices promulgated by the School Employees Health Care Board.

## P. SPOUSAL COORDINATION OF BENEFITS

If an employee's spouse is eligible to participate, as a current employee, self-employed individual (other than a sole proprietor) in a business or organization, or non-Medicare eligible retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or any retirement plan, the spouse must enroll for coverage in such employer, business, organization, or retirement plan sponsored group insurance coverage(s) no later than January 1, 2015.

If a spouse is working as a partner for a firm, or is an LLC associated with a firm, and that spouse is eligible to participate in his or her associated firm's healthcare and/or prescription drug (as partners or LLCs associated with that firm), that spouse must enroll in such coverage no later than January 1, 2015.

This requirement does not apply to any spouse who:

- Is not employed and not eligible for non-Medicare retiree group health insurance; or
- Works less than 20 hours per week and is required to pay 50% or more of the single premium to participate in his/her employer's, business', organization's or retirement plan's group health insurance coverage and/or prescription drug insurance; or
- Is non-working and eligible for Medicare (unless the eligibility for Medicare is due to End Stage Renal Disease); or
- Is working for an employer with less than 20 employees (includes full-time plus full-time equivalents) and is Medicare eligible (unless the eligibility for Medicare is due to End Stage Renal Disease).

Upon the spouse's enrollment in any such employer, business, organization, or retirement plan sponsored group insurance coverage that coverage will become the primary payor of benefits and the coverage sponsored by Kent City School District will become the secondary payor of benefits according to the primary plan's Coordination of Benefits and participation rules.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by Kent City School District.

It is the employee's responsibility to advise the Kent City School District Health Benefit Plan (the "Plan") immediately (and not later than 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group health insurance and/or prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan after January 1, 2015. Upon becoming eligible, the employee's spouse must enroll in any group health insurance and/or prescription drug insurance sponsored by his/her employer, business,

organization, or retirement plan unless he/she is exempt from this requirement in accordance with the exemptions stated in this Section.

Every employee whose spouse participates in Kent City School District's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Plan, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group health insurance and/or prescription drug insurance coverage sponsored by Kent City School District. Additional documentation may be required.

If an employee submits false information, or fails to timely advise the Plan of a change in their spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Plan providing benefits to which their spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, their spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. Any employee who submits false information may be subject to disciplinary action, up to and including termination of employment.

## **ARTICLE XII - WORKING CONDITIONS**

### **A. General Provisions**

1. Overtime and extra hours for regularly scheduled employees shall be distributed fairly and as nearly equal as possible within the employee's building or job classification primarily performed. Extra curricular activities shall be assigned with preference being given to personnel assigned to the particular building except in the case of emergency.
2. The Board shall furnish and the employees shall wear such protective equipment and/or clothing as may be needed for safety, uniformity, and/or to prevent destruction of employee's clothing, not threatened under normal working conditions. Work shoes, sunglasses, sunscreens and other personal items are not considered to be "protective equipment." Custodians and cafeteria personnel shall be provided with three (3) uniform shirts per year. Such shirts shall be worn daily and shall be maintained by the employee. Maintenance personnel, mechanics and warehouseman will be provided uniform service and shall be required to wear daily such uniforms.

The Board will furnish regularly scheduled bus drivers and the mail courier with a uniform jacket every three (3) years. Wearing of shorts is considered inappropriate for the work place except under certain conditions that might be approved by the Supervisor.

3. The Board shall maintain a policy dealing with allegations of sexual harassment.
4. When the first shift elementary custodian is absent, the absent employee's shift will be offered to the second shift custodian assigned to that building before a substitute is called except when there is a second shift special event (e.g., carnival, family night, picnic, Blue-Gold Banquet, fifth-grade sleepover, etc.)
5. Cafeteria personnel shall be paid in accordance with overtime provisions in Article XV. Cafeteria personnel report the ARAMARK Supervisor. For purposes of the grievance procedures in Article V, the ARAMARK Supervisor is considered the "immediate supervisor." If the ARAMARK Supervisor determines he/she is unable to resolve the subject matter of the grievance, the grievance will proceed according to Article V.
6. Additional hours for cafeteria employees will be distributed as follows:
  - a. Cafeteria employees will have first opportunity to work catering jobs (including food preparation and staffing the event) that occur in their own building. If no cafeteria employee from the building desires to work the event, it will be posted at each of the other buildings.
  - b. At the beginning of each school year, classification seniority rotation lists for each building will be created, as well as a classification seniority rotation "outsource list" (district wide within the classification). The purpose of these lists will be for employees to sign up for additional catering hours that may be available during the school year. Employees may sign up for a building list, the "outsource list," both lists, or neither list.
  - c. When an opportunity for additional catering hours occurs, the opportunity to work the additional hours will be offered to the most senior employee on the building list, followed by the remaining employees on the list in order of classification seniority. If all the available hours are not claimed by employees from the building, then the hours will be offered to those employees on the "outsource list," until the hours have been distributed. An employee who declines the additional hours will be charged as if he/she had worked the hours, and his/her name will be moved to the bottom of the rotation. An employee who declines three such opportunities within one school year will be removed from the list for the remainder of that school year.
  - d. The lists for each school year will be distributed to all buildings no later than September 15 of each year.
  - e. If no additional hours are needed for an event, then no opportunity for additional hours will be offered.
  - f. If the administration does not have at least 48 hours notice of the event, then it becomes an emergency and may be staffed without regard to the seniority rotation lists.
  - g. If an event is cancelled for any reason, the employee(s) scheduled to work the event will

be offered the first available and as yet unstaffed event. Employees will not be paid for cancelled events.

- h. If a cafeteria employee "volunteers" (donating time rather than paid time) to staff an event before it is staffed, those hours will not be offered as paid time.
- 7.
  - a. If the School Board's needs call for a part-time classified position, then a part-time position will be posted by following Article VIII – POSTING AND BID PROCEDURE. The Superintendent will determine length of work day and work week for all classified personnel.
  - b. If positions in buildings on different campuses, other than the secondary campus, are combined to create one position, then the employee will have up to ten (10) minutes of travel time to the next building.
  - c. If a position is needed only during the school year, it will be posted as such. These school year employees will have the first opportunity, in order of seniority, to fill any available summer positions, as needed, in their classification, at their regular wage rate.
- 8. In the event summer work becomes available, a current employee or long-term substitute with a favorable work record will be given an opportunity to apply for a seasonal position, outside of their classification, at the prevailing summer wage rate. Summer wage rates are not subject to negotiations. Any employee or long term substitute who previously held a summer position will be given a hiring preference if recommended by his/her summer supervisor. There shall be no guaranteed assignments. Seasonal work shall not become the subject of a grievance and shall not impact an employee's eligibility for benefits.

### **ARTICLE XIII - TRAINING/PHYSICALS**

- A. General Provisions
  - 1. All time required for training or meetings required by the Board or by higher authority shall be paid at the employee's usual rate.
  - 2. The Board shall pay the doctor's fee for any required physical examination, plus the cost of any required chest x-ray. The Board will provide employees with the option of selecting a same-sex physician.
  - 3. The Board will provide Hepatitis vaccine for employees who are deemed "at risk" due to potential contact with bodily fluids in their workplace. An employee who believes he or she should be provided Hepatitis vaccine but is not in the "at risk" group of employees may request the vaccine by presenting a rationale to the Superintendent. Such requests will not be unreasonably refused.

4. All regularly required physical examinations must be complete before August 1.

#### **ARTICLE XIV - FIELD TRIPS**

1. Field trips will be assigned from one of two rosters maintained in the Transportation Office. The rosters will be (1) school-hour field trips, and (2) after school hours field trips. Drivers may be on one roster, either school hours or after school hours. Drivers on the rosters must take all chosen or assigned trips. A driver may refuse any assigned field trips up to three (3) times, but must leave the field trip roster at the 4<sup>th</sup> refusal. They must then wait at least 30 days before requesting, in writing, their desire to rejoin the roster. A driver may only rejoin their previously-designated field trip roster two (2) times per school year, as defined by the school year for students, and one (1) time during the summer. Once a driver rejoins a roster, they will be placed at the bottom of the roster.
  - A. No driver may take a field trip that interferes with their regular morning, midday and/or afternoon runs, including summer school. If no driver currently on the field trip rosters is able to take the field trip, a substitute driver may be used. The Transportation Supervisor has the discretion to assign a field trip that conflicts with a driver's runs by rotation, per the applicable roster, if needed.
  - B. Drivers who are on the after school hours roster as of May 27, 2014, will be allowed to opt to take off their regular afternoon run to accept an after school hour field trip assignment a maximum of twenty (20) times per school year. These drivers are only grandfathered until a successor agreement is ratified as long as they remain on the after school year roster without interruption. Any other drivers who join the after school hour roster beginning with school year 2014-15 are subject to provision 1.A. above.
2. School-hour field trips-described as any extra runs that occur during school hours. Mid-day drivers who are not on the after school-hour field trip roster may take trips that do not interfere with their mid-day runs.
  - A. Drivers on school-hour field trip rosters will not be permitted to leave their regular routes to do extra runs. Regular routes, including Kindergarten routes, take priority over field trips.
  - B. Any field trips that interfere with the regular routes of all drivers on the roster will be assigned to substitute drivers.
3. After school hour field trips-described as any extra runs that occur outside of school hours.
  - A. After school-hour field trips will be posted each Monday for the following week of Sunday through Saturday, including any trips that can be posted for the rest of the week before that Sunday.

- B. Drivers must be available Monday morning to pick as soon as their regular runs are finished.
  - C. If a driver fails to stay he/she may be bypassed and will be assigned whatever trips are left after the other drivers pick. A driver who is driving a bus for the Board at the time picks are made may have another driver pick for him/her.
  - D. The after school-hour field trip roster is limited to drivers with three (3) or more years regular service with the Kent City Schools.
  - E. Drivers must take all chosen or assigned trips. unless they trade with another driver, except as provided in paragraph 1, above.
4. If a trip is called in or becomes available with less than twenty-four (24) hours' notice before departure time, the Transportation Supervisor will attempt to assign the trip first to a driver who is willing to take the trip, who shall not be charged in the regular school-hour or after school hour roster rotation for driving the trip. If a regular driver cannot be secured to drive the trip within two (2) hours of departure time, the trip may be driven by a substitute driver. The Transportation Supervisor has the right to assign the trip to any available driver.
  5. If a driver does not desire to take field trips, he/she shall have the option of withdrawing his/her name from the rotation lists during the school year or summer, and must wait at least 30 days before requesting, in writing, their desire to rejoin the roster. A driver may rejoin their previously-designated field trip roster two (2) times per school year and one (1) time during the summer. Once a driver rejoins a roster, they will be placed at the bottom of the roster. The roster will be re-established at the beginning of each school year. If the driver has withdrawn his/her name from the rotation list and has already accepted any field trips, he/she must complete the assignment(s), trade the trip(s), or request removal from the trip at least two (2) hours before the trip departure time.
  6. Trades-A two day written notice of a trade must be given to the Transportation Supervisor unless an emergency arises, in which case verbal notification to the Transportation Supervisor must be given. Trades may only be made for good cause. Drivers cannot trade trips from one list for trips from another list. Trade must be done trip for trip, and the driver must receive a trip back before he/she can trade again. In the event of a serious medical emergency, which requires immediate medical attention, or death in the immediate family, upon notice from the driver, the Transportation Supervisor will be responsible for finding a substitute and will not charge the driver with a refusal.
  7. Trips shall be time and date stamped upon arrival at the Transportation office, and shall be posted according to the following:
    - A. Departure Date
    - B. Departure Time

- C. In the event of a tie based on (A) and (B) above, the date and time of day it was received by the Transportation Office.
8. Extensions of morning, mid-day, or afternoon routes do not classify as field trips if they are anticipated to last sixty (60) minutes or less.
  9. Drivers will be paid a minimum of one (1) hour's wage for a field trip that totals less than one (1) hour.
  10. Due to the continuing lack of substitute drivers, Principals and Athletic Directors will make reasonable efforts to schedule trips between the hours of 8:30 AM and 2:30 PM. The Board and Union agree that the educational program cannot be limited by transportation concerns and recognize that in the absence of regular drivers, substitute drivers may be used. But, drivers will be given the first opportunity to transport students on field trips that utilize more than one (1) van.
  11. A driver cannot be paid for a regular run and a field trip, or two (2) or more field trips that run concurrently.
  12. Twenty (20) minutes of preparation and travel time will be paid for a trip only if this is the first time that bus is used that day.
  13. Fifteen (15) minutes for clean up time will be paid at the end of the field trip if the bus needs to be cleaned because of that field trip, and the driver actually cleans the bus at that time.
  14. No driver may take a field trip on the same day that he/she is on leave or sick status. A driver must also return to work on their regular run before taking a field trip.
  15. Drivers must stay with their group. If a driver needs to leave to get a meal, he/she shall notify the coordinator and return promptly.
  16. Cancellations:
    - A. If an assigned trip is cancelled and rescheduled on the same day, the driver(s) assigned to that trip will remain assigned. Should a driver not be available for the rescheduled trip due to other work commitments to the Board, and the driver does not trade the trip, the trip shall be considered a cancellation and shall be re-posted. If the trip is re-posted, the unavailable driver will be first to pick on the next rotation.
    - B. A driver will be paid one (1) hour's wage for a trip if he/she is scheduled and arrives without prior notice of the cancellation. However, the driver will not be paid, but will be put back on the school-hour or after school hour regular roster rotation list if the Transportation Supervisor or designee attempted unsuccessfully to notify the driver at least two (2) hours prior to scheduled departure. Drivers will provide the Transportation Supervisor with one or more designated contact telephone numbers.

17. Overnight Trips:
  - A. A driver's meals, overnight accommodations, and expenses incidental to the bus (such as tolls and parking fees) incurred after leaving Kent shall be the responsibility of the sponsoring group.
  - B. Drivers are entitled to one (1) meal for each six (6) hours on the trip.
  - C. Reimbursement for each meal shall be limited to eight dollars (\$8.00), with a cap of thirty-two dollars (\$32.00) over a 24-hour period.
18. In accordance with procedure established by the Board, each driver making field trips shall be paid for all field trip time at their regular rate of pay. Said compensation will include all down time between departure and return. However, drivers shall be paid a minimum of eight (8) hours any day in which they are required to spend the night away from their home. Drivers who exceed eight (8) hours in any day driving shall be compensated for those hours beyond eight (8) hours. Drivers will be compensated for only their driving time on the final day of an extended overnight trip. Their driving time shall begin once they are required to leave the hotel/motel accommodations. A meeting shall be held with the Transportation Supervisor, Activity Advisor and the driver prior to any overnight trip to clarify any questions and to review the itinerary and expectations of the driver. Any extension of hours in excess of thirty (30) minutes shall have the prior approval of the Transportation Supervisor. If he/she is not available, the Director of Business Services shall be contacted. Overnight trips shall have each day counted as a trip.
19. Any driver that totals twelve (12) or more sick days during a school year may be put on probation and/or removed from the field trip list for up to one calendar year.
  - A. Probation will be that a driver that has been off for twelve (12) or more sick days will be removed from the field trip list for the remainder of the school year up to 120 calendar days. If there are less than 120 calendar days left in the school year, the time will be carried into the following school year.
20. Any bus driver with a satisfactory work history may apply for summer field trips. Selection of a qualified candidate will be based upon the procedures outlined below. For the purposes of these procedures, the definition of "summer" is the time period from the day after the last day of school for students until the day before the first day of the new school year for students.
  - A. At the beginning of the summer period, field trips will be offered first to drivers, by seniority, who were included on the after-school field trip roster during the previous school year.
  - B. If any field trips remain after application of section A, they will next be offered to drivers, by seniority, who were included on the school-hour field trip roster during the previous school year.

- C. If any field trips remain after application of section B, they will be offered to any interested driver by seniority, regardless of their field trip participation during the previous school year.
- D. Following the assignment of summer field trips by the above procedures, any additional field trips that become available will be offered to drivers on the summer field trip roster. This summer roster will be organized by first placing the names of the after school hour field trip drivers by seniority, then the school-hour field trip drivers by seniority, and then any other drivers, by seniority, who wish to be considered for summer field trips.
- E. In the unlikely event that any field trips cannot be filled by application of the procedures above, the Transportation Supervisor will employ any qualified driver, including a substitute driver, to fill vacant summer field trip assignments.

## **ARTICLE XV - OVERTIME**

### A. General Provisions

- 1. Any classified employee required to work more than 40 hours in a week shall be paid time and one-half (1-1/2) or may be granted compensatory time off at one and one-half (1-1/2) times their hours worked for all hours worked in excess of a 40 hour week. Paid holidays shall be counted as hours worked for the week. The employer shall give a three (3) working day notice for all overtime assignments. Calamity days shall be counted as hours worked, at a minimum the employee's regularly scheduled hours and at a maximum the hours actually worked on a calamity day, if those hours actually worked exceed the employee's regularly scheduled hours.
- 2. Any classified employee required to work on the following actual (not observed) holidays: Labor Day, Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King Day, Good Friday (if Kent City Schools are closed), Independence Day, Memorial Day, Christmas Eve after 5:00 p.m., New Years Eve after 5:00 p.m., shall receive pay at one and one-half (1-1/2) times their normal rate or may be granted compensatory time off at one and one-half (1-1/2) times their hours worked on that holiday. Time of day (including a.m. or p.m.) for hours worked on Christmas Eve or New Years Eve must be indicated on the time card.
- 3. Any classified employee, required to work on Sunday shall receive pay one and one-half (1-1/2) times their normal rate or may be granted compensatory time off at one and one-half (1-1/2) times their hours worked.
- 4. Any classified employee whose normal working schedule includes Sundays shall receive pay one and one-half (1-1/2) times their normal rate for work performed on their second regularly scheduled day off or may be granted compensatory time off at one and one-half (1-1/2) times their hours worked.

5. Employees assigned to the third shift shall receive twenty cents (\$.20) per hour added to their regular rate.
6. Earned compensatory time off must be requested from and approved by the employee's immediate supervisor which approval shall not be unreasonably withheld. Requests for use of compensatory time must be submitted at least one (1) week but not more than eight (8) weeks in advance of the date requested. If two (2) employees in the same classification, in the same location, request the use of compensatory time off for the same day, the time off shall be made available on a first come-first served basis. In the event two (2) employees submit a request on the same day, the most senior employee will be granted time off. Compensatory time off will not be available on scheduled in-service days. Except for the limitations described above, there shall be no restriction to compensatory time off if such time is used when students have no classes. Compensatory time may not be carried over from one school year to another. If earned compensatory time off cannot be granted by July 31 of any school year the employee will be paid for his/her earned overtime in the next regular pay cycle.
7. If an employee who is regularly scheduled to work for less than forty (40) hours per week, is approved by the supervisor to work additional hours, up to a week's total for forty (40) hours, that employee shall be paid for the additional hours at his or her regular rate, or may select compensatory time off equal to the same number of additional hours worked.

#### **ARTICLE XVI - CALAMITY DAYS**

In the event school is closed because of public calamity or severe weather, all persons not required to report for work shall be paid at their regular per diem rate of pay. Those employees required to report for work on such days shall receive, in addition to their regular per diem rate of pay: (1) regular rate for all hours worked on such days; or (2) compensatory time off at regular rate of pay.

#### **ARTICLE XVII - WAGES**

- A. General Provisions
  1. Wages:
    - a. A 1.25% increase shall be applied to the established wage scales except differentials effective:
      - August 1, 2014 thru July 31, 2015
      - August 1, 2015 thru June 30, 2016
    - b. The longevity steps shall be increased at the rates specified in paragraph a., above.
  2. All noontime kindergarten/preschool bus drivers shall be paid for a minimum of one and one-half (1-1/2) hours per kindergarten/preschool run.

3. No reduction in hours shall be made on an employee's time card without prior consultation between the employee and his/her immediate supervisor.
4. Wages for all regularly scheduled hours shall be prorated over 26 biweekly pay installments. In the school years with twenty-seven (27) pay periods, salaries will be paid in twenty-seven (27) biweekly payments. The Board may pay all bargaining unit employees by Direct Deposit and shall provide electronic notice of such payment unless the employee provides written notice to opt out. If any employee's financial institution does not participate in direct deposit, the employee will be granted an exemption to direct deposit by submitting an annual letter or confirmation from the financial institution.
5. Custodial Differentials are to be assigned by the Director of Business Services and the Supervisor of Custodial Services. The probationary period for these assignments will be one calendar year. Periodic evaluations will be performed during this period of time to assess job performance. A minimum of four evaluations shall occur during this probationary period. If during this probationary period the employee is not evaluated at a satisfactory level, the employee will be returned to a job assignment that is similar to the position the employee held prior to his/her promotion. It is further understood that if an employee is given a classification promotion and was at any time during this probationary period found to be unsatisfactory for the assignment, upon return to prior assignment, will also be returned to his or her prior job classification wage rate. Should reassignment occur, the employee will not be required to repay the district for additional compensation accumulated during the probationary period.
  - a. High School Head Custodian will receive a differential of Nineteen Hundred Dollars (\$1,900.00).
  - b. Middle School Head Custodian will receive a differential of One Thousand Dollars (\$1,000.00).
  - c. Elementary Head Custodians, other than Davey, will receive a differential of Three Hundred (\$300.00).
  - d. Davey Elementary Head Custodian will receive a differential of Six Hundred (\$600.00).
  - e. High School Lead Custodians will receive a differential of Five Hundred Fifty Dollars (\$550.00).
  - f. Middle School Lead Custodians will receive a differential of Three Hundred Fifty Dollars (\$350.00).
  - g. Davey Elementary Assistant Lead Custodian will remain as a Custodian I and receive a differential of One Hundred Fifty Dollars (\$150.00). If this custodian is transferred, the differential will stay at Davey.

6. Maintenance and Grounds Coordinators Differentials
  - a. The coordinators shall receive One Thousand Nine Hundred Dollars (\$1,900.00) per year differential above their base pay on the Maintenance and Grounds wage schedule for added duties and responsibilities.
  - b. The coordinators shall receive Five Hundred Dollars (\$500.00) per year differential for possession of a boiler fireman's license except that coordinators hired after the effective date of this agreement will receive this differential only if they utilize a boiler fireman's license as part of their regular duties.
  - c. Overtime rate shall be calculated according to the Maintenance and Grounds wage schedule, not including differentials.
  - d. No other differentials shall apply.
7. Custodial and maintenance personnel holding a boiler fireman's license receive an additional Five Hundred Dollars and no/cent (\$500.00) per year differential except that custodians hired after June 10, 2001 will receive this differential only if they utilize a boiler fireman's license as part of their regular duties. Overtime rate to be calculated on regular pay as custodian/maintenance, not including differential.
8. Experience credit for wage rates shall be determined as of August 1 of any year. New employees hired before December 1 of any year shall receive a full year of experience credit for wage rates beginning the following August 1. New employees hired on or after December 1 but before March 1, of any year, shall receive a half year of experience credit for wage rates beginning the following August 1.
9. Federal Fair Labor Standards Act shall prevail in all minimum figures.
10. Upon original employment or placement in a new classification, starting salaries in each classification shall be determined by the Superintendent on a basis compatible with training, experience, and duties involved.
11. The Superintendent will determine length of work day and work week for all secretarial, clerical, cafeteria, custodial, maintenance, warehouse, and bus driver personnel and may also authorize additional hours by regular employees or by temporary employees as needed, for the benefit of the school system.
12. The classification level of each classified position shall be determined solely by the Superintendent. Promotions will be in accordance with this contract or Ohio Revised Code.
13. High School and Middle School Head Cooks will receive a differential of Three Hundred Dollars (\$300.00).

14. A professional development plan ("Plan") will provide an opportunity for bargaining unit members to earn additional compensation based upon advanced education and training approved by the administration.

15. Longevity Differentials

a. All salary or hourly-rated employees hired prior to January 1, 1998 and working less than twelve (12) months per year shall receive a longevity differential. Hours worked during the previous year (July 1 through June 30) shall be used during the following year to calculate the amount of the longevity differential to be paid for employees in Group A, B or C below. A week equals five (5) days at the employee's current pay rate, and a day will be the same number of hours as the employee's regular working day.

Group A Employees working one thousand six hundred sixty-seven (1,667) hours or more in the previous year:

YEARS' SERVICE	NUMBER WEEKS
1 through 8	2 weeks
9 through 14	3 weeks
15 through 20	4 weeks

One (1) additional day for each year beginning with the twenty-first (21st) year to a maximum of thirty (30) days.

Group B Employees working less than one thousand six hundred sixty-seven (1,667) hours, but more than nine hundred ten (910) hours in the previous year:

YEARS' SERVICE	NUMBER WEEKS
1 through 9	1 week
10 through 14	2 weeks
15 or more	3 weeks

Group C Employees working less than nine hundred ten (910) hours in the previous year:

YEARS' SERVICE	NUMBER DAYS
6 through 10	2 days
11 or more	3 days

Years of service will be limited to Kent Board of Education continuous service.

b. All salary or hourly-rated employees hired on January 1, 1998 or after are not eligible for a longevity differential as outlined in section a above.

16. Differentials shall be prorated over 26 biweekly pay installments. In the school years with twenty-seven (27) pay periods, differentials will be paid in twenty-seven (27) biweekly payments.

Employees hired prior to January 1, 1995

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
BUS DRIVER		0	18.42	18.65	18.88
		1	18.85	19.09	19.32
		2	19.28	19.52	19.77
		3	19.74	19.99	20.24
		4	20.20	20.45	20.71
		5	20.72	20.98	21.24
		6	21.23	21.50	21.76
		7	21.73	22.00	22.28
		8	22.31	22.59	22.87
		9	22.81	23.10	23.38
	Longevity	10	23.07	23.36	23.65
	Longevity	13	23.33	23.62	23.92
	Longevity	16	23.59	23.88	24.18
	Longevity	20	23.84	24.14	24.44
Longevity	24	24.09	24.39	24.70	
Longevity	28	24.36	24.66	24.97	

Employees hired  
January 1, 1995, or  
after

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
BUS DRIVER		0	17.51	17.73	17.95
		1	17.91	18.13	18.36
		2	18.27	18.50	18.73
		3	18.69	18.92	19.16
		4	19.08	19.32	19.56
		5	19.60	19.85	20.09
		6	20.05	20.30	20.55
		7	20.50	20.76	21.02
		8	21.00	21.26	21.53
		9	21.46	21.73	22.00
	Longevity	10	21.72	21.99	22.27
	Longevity	13	21.98	22.25	22.53
	Longevity	16	22.24	22.52	22.80
	Longevity	20	22.49	22.77	23.06
Longevity	24	22.75	23.03	23.32	
Longevity	28	23.01	23.30	23.59	

Employees hired  
prior to January 1,  
1995

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
MAIL COURIER		0	18.42	18.65	18.88
		1	18.85	19.09	19.32
		2	19.28	19.52	19.77
		3	19.74	19.99	20.24
		4	20.20	20.45	20.71
		5	20.72	20.98	21.24
		6	21.23	21.50	21.76
		7	21.73	22.00	22.28
		8	22.31	22.59	22.87
		9	22.81	23.10	23.38
	Longevity	10	23.07	23.36	23.65
	Longevity	13	23.33	23.62	23.92
	Longevity	16	23.59	23.88	24.18
	Longevity	20	23.84	24.14	24.44
Longevity	24	24.09	24.39	24.70	
Longevity	28	24.36	24.66	24.97	

Employees hired  
January 1, 1995, or  
after

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
MAIL COURIER		0	16.58	16.79	17.00
		1	16.99	17.20	17.42
		2	17.35	17.57	17.79
		3	17.77	17.99	18.22
		4	18.15	18.38	18.61
		5	18.68	18.91	19.15
		6	19.12	19.36	19.60
		7	19.60	19.85	20.09
		8	20.08	20.33	20.59
		9	20.55	20.81	21.07
	Longevity	10	20.81	21.07	21.33
	Longevity	13	21.06	21.32	21.59
	Longevity	16	21.32	21.59	21.86
	Longevity	20	21.57	21.84	22.11
Longevity	24	21.82	22.09	22.37	
Longevity	28	22.09	22.37	22.65	

Employees hired  
prior to January 1,  
1995

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
WAREHOUSEMAN		0	22.75	23.03	23.32
		1	23.13	23.42	23.71
		2	23.55	23.84	24.14
		3	23.94	24.24	24.54
		4	24.41	24.72	25.02
		5	24.96	25.27	25.59
		6	25.45	25.77	26.09
		7	25.93	26.25	26.58
		8	26.52	26.85	27.19
		9	27.11	27.45	27.79
	Longevity	10	27.31	27.65	28.00
	Longevity	13	27.59	27.93	28.28
	Longevity	16	27.85	28.20	28.55
	Longevity	20	28.08	28.43	28.79
	Longevity	24	28.36	28.71	29.07
Longevity	28	28.62	28.98	29.34	

Employees hired  
January 1, 1995, or  
after

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
WAREHOUSEMAN		0	18.20	18.43	18.66
		1	18.47	18.70	18.93
		2	18.84	19.08	19.31
		3	19.15	19.39	19.63
		4	19.53	19.77	20.02
		5	20.00	20.25	20.50
		6	20.38	20.63	20.89
		7	20.72	20.98	21.24
		8	21.22	21.49	21.75
		9	21.64	21.91	22.18
	Longevity	10	21.91	22.18	22.46
	Longevity	13	22.15	22.43	22.71
	Longevity	16	22.40	22.68	22.96
	Longevity	20	22.67	22.95	23.24
	Longevity	24	22.93	23.22	23.51
Longevity	28	23.17	23.46	23.75	

Employees hired  
prior to January 1,  
1995

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
COOK I		0	12.61	12.77	12.93
		1	12.96	13.12	13.29
		2	13.34	13.51	13.68
		3	13.79	13.96	14.14
		4	14.18	14.36	14.54
		5	14.59	14.77	14.96
		6	15.02	15.21	15.40
		7	15.54	15.73	15.93
		8	16.00	16.20	16.40
		9	16.52	16.73	16.94
	Longevity	10	16.78	16.99	17.20
	Longevity	13	17.04	17.25	17.47
	Longevity	16	17.28	17.50	17.71
	Longevity	20	17.54	17.76	17.98
Longevity	24	17.80	18.02	18.25	
Longevity	28	18.05	18.28	18.50	

Employees hired  
January 1, 1995, or  
after

		Exp	8/1/2013	8/1/2014	8/1/2015
COOK I		0	10.10	10.23	10.35
		1	10.39	10.52	10.65
		2	10.66	10.79	10.93
		3	11.04	11.18	11.32
		4	11.34	11.48	11.63
		5	11.64	11.79	11.93
		6	12.00	12.15	12.30
		7	12.40	12.56	12.71
		8	12.77	12.93	13.09
		9	13.27	13.44	13.60
	Longevity	10	13.47	13.64	13.81
	Longevity	13	13.76	13.93	14.11
	Longevity	16	13.97	14.14	14.32
	Longevity	20	14.24	14.42	14.60
Longevity	24	14.53	14.71	14.90	
Longevity	28	14.74	14.92	15.11	

Employees hired  
prior to January 1,  
1995

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
COOK II		0	13.84	14.01	14.19
		1	14.23	14.41	14.59
		2	14.62	14.80	14.99
		3	15.04	15.23	15.42
		4	15.49	15.68	15.88
		5	15.99	16.19	16.39
		6	16.42	16.63	16.83
		7	16.91	17.12	17.34
		8	17.34	17.56	17.78
		9	17.88	18.10	18.33
	Longevity	10	18.13	18.36	18.59
	Longevity	13	18.38	18.61	18.84
	Longevity	16	18.64	18.87	19.11
	Longevity	20	18.89	19.13	19.37
Longevity	24	19.14	19.38	19.62	
Longevity	28	19.41	19.65	19.90	

Employees hired  
January 1, 1995, or  
after

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
COOK II		0	11.07	11.21	11.35
		1	11.43	11.57	11.72
		2	11.70	11.85	11.99
		3	12.02	12.17	12.32
		4	12.36	12.51	12.67
		5	12.77	12.93	13.09
		6	13.08	13.24	13.41
		7	13.47	13.64	13.81
		8	13.86	14.03	14.21
		9	14.27	14.45	14.63
	Longevity	10	14.56	14.74	14.93
	Longevity	13	14.81	15.00	15.18
	Longevity	16	15.04	15.23	15.42
	Longevity	20	15.33	15.52	15.72
Longevity	24	15.57	15.76	15.96	
Longevity	28	15.81	16.01	16.21	

Employees hired  
prior to January 1,  
1995

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
FOOD HANDLER/ MONITOR		0	12.50	12.66	12.81
		1	12.88	13.04	13.20
		2	13.15	13.31	13.48
		3	13.47	13.64	13.81
		4	13.90	14.07	14.25
		5	14.34	14.52	14.70
		6	14.81	15.00	15.18
		7	15.20	15.39	15.58
		8	15.69	15.89	16.08
		9	16.20	16.40	16.61
	Longevity	10	16.45	16.66	16.86
	Longevity	13	16.71	16.92	17.13
	Longevity	16	16.96	17.17	17.39
	Longevity	20	17.22	17.44	17.65
	Longevity	24	17.48	17.70	17.92
Longevity	28	17.73	17.95	18.18	

Employees hired  
January 1, 1995, or  
after

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
FOOD HANDLER/ MONITOR		0	9.98	10.10	10.23
		1	10.26	10.39	10.52
		2	10.56	10.69	10.83
		3	10.79	10.92	11.06
		4	11.13	11.27	11.41
		5	11.51	11.65	11.80
		6	11.84	11.99	12.14
		7	12.18	12.33	12.49
		8	12.57	12.73	12.89
		9	12.98	13.14	13.31
	Longevity	10	13.19	13.35	13.52
	Longevity	13	13.46	13.63	13.80
	Longevity	16	13.75	13.92	14.10
	Longevity	20	13.96	14.13	14.31
	Longevity	24	14.23	14.41	14.59
Longevity	28	14.52	14.70	14.89	

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
CUSTODIAN I		0	12.50	12.66	12.81
		1	12.88	13.04	13.20
		2	13.15	13.31	13.48
		3	13.47	13.64	13.81
		4	13.90	14.07	14.25
		5	14.34	14.52	14.70
		6	14.81	15.00	15.18
		7	15.20	15.39	15.58
		8	15.69	15.89	16.08
		9	16.20	16.40	16.61
	Longevity	10	16.45	16.66	16.86
	Longevity	13	16.71	16.92	17.13
	Longevity	16	16.96	17.17	17.39
	Longevity	20	17.22	17.44	17.65
	Longevity	24	17.48	17.70	17.92
	Longevity	28	17.73	17.95	18.18

Third Shift:  
Bonus of \$.20  
per hour will  
be granted for  
third shift only.

Employees hired  
prior to January 1,  
1995

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
CUSTODIAN II		0	18.42	18.65	18.88
		1	18.85	19.09	19.32
		2	19.28	19.52	19.77
		3	19.74	19.99	20.24
		4	20.20	20.45	20.71
		5	20.72	20.98	21.24
		6	21.23	21.50	21.76
		7	21.73	22.00	22.28
		8	22.31	22.59	22.87
		9	22.81	23.10	23.38
	Longevity	10	23.07	23.36	23.65
	Longevity	13	23.33	23.62	23.92
	Longevity	16	23.59	23.88	24.18
	Longevity	20	23.84	24.14	24.44
	Longevity	24	24.09	24.39	24.70
	Longevity	28	24.36	24.66	24.97

Employees hired  
January 1, 1995, or  
after

		Years				
		Exp	8/1/2013	8/1/2014	8/1/2015	
CUSTODIAN II		0	16.58	16.79	17.00	
		1	16.99	17.20	17.42	
		2	17.35	17.57	17.79	
		3	17.77	17.99	18.22	
		4	18.15	18.38	18.61	
		5	18.68	18.91	19.15	
		6	19.12	19.36	19.60	
		7	19.60	19.85	20.09	
		8	20.08	20.33	20.59	
		9	20.55	20.81	21.07	
		Longevity	10	20.81	21.07	21.33
		Longevity	13	21.06	21.32	21.59
		Longevity	16	21.32	21.59	21.86
		Longevity	20	21.57	21.84	22.11
		Longevity	24	21.82	22.09	22.37
	Longevity	28	22.09	22.37	22.65	

Third Shift:  
Bonus of \$.20  
per hour will  
be granted for  
third shift only.

Employees hired  
prior to January 1,  
1995

		Years				
		Exp	8/1/2013	8/1/2014	8/1/2015	
MAINTENANCE BUS MECHANIC		0	20.61	20.87	21.13	
		1	21.03	21.29	21.56	
		2	21.49	21.76	22.03	
		3	21.97	22.24	22.52	
		4	22.40	22.68	22.96	
		5	22.93	23.22	23.51	
		6	23.45	23.74	24.04	
		7	23.94	24.24	24.54	
		8	24.46	24.77	25.08	
		9	25.00	25.31	25.63	
		Longevity	10	25.28	25.60	25.92
		Longevity	13	25.55	25.87	26.19
		Longevity	16	25.77	26.09	26.42
		Longevity	20	26.05	26.38	26.71
		Longevity	24	26.32	26.65	26.98
	Longevity	28	26.53	26.86	27.20	

Employees hired  
January 1, 1995, or  
after

	Years Exp	Years		
		8/1/2013	8/1/2014	8/1/2015
MAINTENANCE	0	18.55	18.78	19.02
BUS MECHANIC	1	18.91	19.15	19.39
	2	19.32	19.56	19.81
	3	19.76	20.01	20.26
	4	20.15	20.40	20.66
	5	20.64	20.90	21.16
	6	21.13	21.39	21.66
	7	21.56	21.83	22.10
	8	22.01	22.29	22.56
	9	22.52	22.80	23.09
Longevity	10	22.78	23.06	23.35
Longevity	13	23.04	23.33	23.62
Longevity	16	23.30	23.59	23.89
Longevity	20	23.55	23.84	24.14
Longevity	24	23.81	24.11	24.41
Longevity	28	24.06	24.36	24.67

Employees hired  
prior to January 1,  
1995

	Years Exp	Years		
		8/1/2013	8/1/2014	8/1/2015
TYPYST II	0	16.18	16.38	16.59
	1	16.58	16.79	17.00
	2	17.03	17.24	17.46
	3	17.44	17.66	17.88
	4	17.82	18.04	18.27
	5	18.27	18.50	18.73
	6	18.79	19.02	19.26
	7	19.27	19.51	19.75
	8	19.72	19.97	20.22
	9	20.26	20.51	20.77
Longevity	10	20.51	20.77	21.03
Longevity	13	20.79	21.05	21.31
Longevity	16	21.03	21.29	21.56
Longevity	20	21.29	21.56	21.83
Longevity	24	21.55	21.82	22.09
Longevity	28	21.80	22.07	22.35

Employees hired  
January 1, 1995, or  
after

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
TYPIST II		0	15.70	15.90	16.09
		1	16.10	16.30	16.51
		2	16.51	16.72	16.93
		3	16.92	17.13	17.35
		4	17.28	17.50	17.71
		5	17.71	17.93	18.16
		6	18.21	18.44	18.67
		7	18.70	18.93	19.17
		8	19.14	19.38	19.62
		9	19.67	19.92	20.16
	Longevity	10	19.91	20.16	20.41
	Longevity	13	20.18	20.43	20.69
	Longevity	16	20.44	20.70	20.95
	Longevity	20	20.68	20.94	21.20
Longevity	24	20.94	21.20	21.47	
Longevity	28	21.21	21.48	21.74	

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
ACCOUNT CLERK I		0	16.73	16.94	17.15
		1	17.17	17.38	17.60
		2	17.61	17.83	18.05
		3	18.04	18.27	18.49
		4	18.47	18.70	18.93
		5	18.91	19.15	19.39
		6	19.32	19.56	19.81
		7	19.82	20.07	20.32
		8	20.30	20.55	20.81
		9	20.85	21.11	21.37
	Longevity	10	21.12	21.38	21.65
	Longevity	13	21.37	21.64	21.91
	Longevity	16	21.62	21.89	22.16
	Longevity	20	21.88	22.15	22.43
Longevity	24	22.13	22.41	22.69	
Longevity	28	22.38	22.66	22.94	

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
ACCOUNT CLERK II		0	17.34	17.56	17.78
		1	17.77	17.99	18.22
		2	18.20	18.43	18.66
		3	18.63	18.86	19.10
		4	19.06	19.30	19.54
		5	19.60	19.85	20.09
		6	20.07	20.32	20.57
		7	20.57	20.83	21.09
		8	21.07	21.33	21.60
		9	21.60	21.87	22.14
	Longevity	10	21.85	22.12	22.40
	Longevity	13	22.11	22.39	22.67
	Longevity	16	22.36	22.64	22.92
	Longevity	20	22.62	22.90	23.19
	Longevity	24	22.88	23.17	23.46
	Longevity	28	23.13	23.42	23.71

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
SECRETARY I		0	16.73	16.94	17.15
		1	17.17	17.38	17.60
		2	17.61	17.83	18.05
		3	18.04	18.27	18.49
		4	18.47	18.70	18.93
		5	18.91	19.15	19.39
		6	19.32	19.56	19.81
		7	19.82	20.07	20.32
		8	20.30	20.55	20.81
		9	20.85	21.11	21.37
	Longevity	10	21.12	21.38	21.65
	Longevity	13	21.37	21.64	21.91
	Longevity	16	21.62	21.89	22.16
	Longevity	20	21.88	22.15	22.43
	Longevity	24	22.13	22.41	22.69
	Longevity	28	22.38	22.66	22.94

		Years				
		Exp	8/1/2013	8/1/2014	8/1/2015	
SECRETARY II		0	17.34	17.56	17.78	
		1	17.77	17.99	18.22	
		2	18.20	18.43	18.66	
		3	18.63	18.86	19.10	
		4	19.06	19.30	19.54	
		5	19.60	19.85	20.09	
		6	20.07	20.32	20.57	
		7	20.57	20.83	21.09	
		8	21.07	21.33	21.60	
		9	21.60	21.87	22.14	
		Longevity	10	21.85	22.12	22.40
		Longevity	13	22.11	22.39	22.67
		Longevity	16	22.36	22.64	22.92
		Longevity	20	22.62	22.90	23.19
	Longevity	24	22.88	23.17	23.46	
	Longevity	28	23.13	23.42	23.71	

Employees hired  
prior to January 1,  
1995

		Years				
		Exp	8/1/2013	8/1/2014	8/1/2015	
TYPIST I		0	15.67	15.87	16.06	
		1	16.10	16.30	16.51	
		2	16.51	16.72	16.93	
		3	16.92	17.13	17.35	
		4	17.30	17.52	17.74	
		5	17.76	17.98	18.21	
		6	18.20	18.43	18.66	
		7	18.69	18.92	19.16	
		8	19.19	19.43	19.67	
		9	19.72	19.97	20.22	
		Longevity	10	20.00	20.25	20.50
		Longevity	13	20.24	20.49	20.75
		Longevity	16	20.49	20.75	21.01
		Longevity	20	20.77	21.03	21.29
	Longevity	24	21.00	21.26	21.53	
	Longevity	28	21.26	21.53	21.79	

Employees hired  
January 1, 1995, or  
after

		Years			
		Exp	8/1/2013	8/1/2014	8/1/2015
TYPIST I		0	15.21	15.40	15.59
		1	15.61	15.81	16.00
		2	16.03	16.23	16.43
		3	16.42	16.63	16.83
		4	16.78	16.99	17.20
		5	17.20	17.42	17.63
		6	17.63	17.85	18.07
		7	18.09	18.32	18.55
		8	18.61	18.84	19.08
		9	19.14	19.38	19.62
	Longevity	10	19.41	19.65	19.90
	Longevity	13	19.66	19.91	20.15
	Longevity	16	19.89	20.14	20.39
	Longevity	20	20.17	20.42	20.68
Longevity	24	20.43	20.69	20.94	
Longevity	28	20.67	20.93	21.19	

## ARTICLE XVIII - REDUCTION IN WORK FORCE

### A. Layoff

1. If it becomes necessary to reduce the number of employees in a classification due to a substantial decrease in enrollment of pupils in the district, return to duty of regular employees after leave of absence, elimination of programs, lack of funds, or by reason of suspension of schools or territorial changes affecting the district, the following procedure shall govern such layoff.

2. The number of employees affected by such layoff shall be minimized by not employing replacements insofar as practical for employees who resign, retire, or otherwise vacate a position. No substitute employees shall be used to work in a position that is not filled due to attrition or layoff.
3. If it becomes necessary to lay off employees for the reasons stated above, affected employees in the affected classification shall be laid off according to system seniority, with the least senior employee being laid off first. Classifications are as listed in the wage scales appended to the contract. System seniority shall be defined as the uninterrupted length of continuous service with the Board as a member of the bargaining unit. In the case of identical system seniority, the Superintendent and the OAPSE President shall meet to determine a fair and equitable way to decide which employee will be laid off first.
4. At least twenty-one (21) days prior to the effective date of the layoff, employees to be laid off shall be served with written notice of the layoff. Such written notice shall include the reason for the layoff, the effective date of the layoff, and a statement advising the employee of his/her rights of recall from the layoff.
5. Twenty (20) days prior to the effective date of the layoff, the Board shall provide the Union President with a list containing the names, system seniority dates, and classifications of all employees and indicate which employees are to be laid off.

B. Bumping

1. Any employee affected by a layoff, either directly or indirectly, has the right to bump a less senior employee in the following order:
  - a. Within the same classification;
  - b. Within a classification the employee held prior to holding the classification from which the employee was laid off.
  - c. Within another classification, provided the employee is qualified.

C. Recall

1. For the affected classification(s), the Board shall prepare a recall list of those employees laid off, in reverse order of the layoff. Prior to hiring any new employee from outside the bargaining unit into the classification, a vacancy must be offered to those on the recall list in order and according to system seniority.
2. The employee's name shall remain on the recall list for four (4) years. If recalled, the employee shall retain all previously accumulated seniority. It shall be the responsibility of each employee to notify the Treasurer of the Board of any change of address.
3. Vacancies that occur in a classification for which there is a recall list, if they are not

filled by current bargaining unit members, shall be offered in writing by certified mail to the first employee on the recall list before the next person on the list may be considered. The employee has ten (10) days from his/her date of receipt of the notice to accept the recall, in writing. If the employee does not accept the recall within the allowed ten (10) days the Board will have no further obligation to that employee under this recall procedure. Then the vacancy will be offered to the next person on the recall list by the same procedure, and so on.

#### **ARTICLE XIX - SEVERANCE PAY**

An employee of the Board upon retirement from active service under conditions set forth by the School Employees Retirement System, shall receive:

- A. One day severance pay for each four (4) days of accumulated sick leave for the first 168 days' accumulation for a maximum of 42 days of severance pay. In addition, one day severance pay for each nine (9) days of accumulated sick leave over 168 days for the next 270 days' accumulation for a maximum of 30 days. This represents seventy-two (72) maximum severance pay days.
- B. Employees who elect to retire and meet the requirements of Ohio Revised Code Section 124.39 shall receive payment in full within thirty (30) days after designated retirement date.
- C. Such payment shall be based on the employee's per diem rate of pay in effect at the time of retirement. A per diem rate of pay includes differentials and boiler license.
- D. Such payment shall be made upon verification of retirement by the appropriate retirement system.
- E. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

#### **ARTICLE XX - RELEASE TIME**

Subject to the approval of the Superintendent or his/her designee, the Union President or his/her designee may be given up to one hundred and fifty (150) hours per year release time for assisting a bargaining unit member or presentation of a grievance for a bargaining unit member. Under no circumstances shall release time necessitate utilization of a substitute except by mutual agreement of the parties. The Union President or designee (to include Union Officers or Grievance Chairperson) may, with prior notice to his/her supervisor, consult or otherwise advise employees relative to Union business during non-working hours, or during working hours so long as the President *and* the advisee utilize only non-work time (breaks, lunch/dinner time) for such meetings. Such meetings may take place at either the Union President or designee's workplace or the advisee's workplace.

## **ARTICLE XXI - DISCIPLINE AND DISCHARGE**

- A. Whenever possible, a disciplinary problem shall be resolved between the classified employee and his/her immediate supervisor. Whenever possible, all disciplinary interviews and hearings contemplated by this Article shall be in private. Nothing in this Negotiated Agreement infringes upon a bargaining unit member's right to have a Union representative present at any meeting that might result in the discipline of the member.
- B. The Union recognizes the Administration's right to discipline employees for just and proper cause. Discipline should be to instruct as well as to punish and should be progressive in nature while taking into account the seriousness of the violation.
- C. Penalties for disciplinary action are: oral and written reprimands, suspensions, demotion, or dismissal. Any discipline resulting in loss of pay is subject to the provisions of Article V, except that newly hired probationary employees may be terminated at any time during the probationary period, at will.
- D. Employees will receive written notification at least one day prior to a disciplinary hearing to insure Union representation. The employee shall be permitted to confer privately with the Union representative before the meeting begins or at an appropriate time during the course of the meeting. Such conferences will not normally exceed fifteen (15) minutes but in no case will such conferences unreasonably delay the meeting.
- E. Each regular employee may be given a performance rating once a year. If an employee is rated unsatisfactory or substandard, specific instruction as to what is expected from the employee in order for the employee to raise this rating will be given.

## **ARTICLE XXII - PERSONNEL FILE**

- A. A personnel file for each employee shall be maintained in the administrative office of the Board.
- B. An employee shall have the right to review the contents of his/her personnel file and to receive copies of any documents.
- C. Personnel files shall be reviewed in the presence of the Superintendent, or designee, at a mutually agreed upon time. The employee shall be entitled to union representation when reviewing his/her personnel file. Copies of formal evaluations and correspondence pertaining to employee performance shall be provided to the employee at the time this material is placed in the personnel file. An employee shall have the right to submit a written answer to such material.
- D. After completing a review, the employee may sign and date the back of each document.
- E. Any reprimand materials may be removed from the employee's personnel file and destroyed after remaining in the file for a period of two (2) years if mutually agreed between the employee and the Superintendent and provided there are no additional

reprimands as demonstrated by a lack of any discipline for the same or similar offense. This provision is not subject to the Grievance Procedures in Article V.

### **ARTICLE XXIII - EVALUATION**

- A. All monitoring or observation of the work performance of a classified person will be conducted openly and with full knowledge of the person.
- B. Classified personnel shall be given a copy of any evaluation report prepared by their supervisor and shall be entitled to a conference within five (5) school days to discuss said report. No such report will be submitted to the Superintendent's Office, placed in the person's file, or otherwise acted upon without prior conference with the person. No classified person will be required to sign a blank or incomplete evaluation form. The signature of the classified person does not necessarily indicate the classified person agrees with the evaluation, but is merely a recognition of the document. Prior to signing the evaluation, the employee shall have an opportunity to comment in writing on the evaluation.
- C. First year classified personnel shall be formally evaluated at least four (4) times.
- D. All other classified personnel in the system will be formally evaluated at least one (1) time each school year during the first three (3) years of regular employment. Thereafter, at the supervisor's discretion, the schedule for evaluations may be extended to every other school year or otherwise but will include a formal evaluation at least once every three (3) years.
- E. More than the required evaluations may be made if the administration feels they are necessary.
- F. Informal evaluations may be made at any time.

### **ARTICLE XXIV - NON DISCRIMINATION**

The Board shall be an equal opportunity employer. The Board and the Union shall not discriminate against any applicant or employee in terms of wages, hours, assignment, reassignment, layoff or suspension or other terms and conditions of employment on the basis of age, race, color, religion, national origin, ancestry, sex, or handicap.

### **ARTICLE XXV - SERS SALARY REDUCTION PICK-UP**

- A. The Treasurer of the Board shall contribute to the School Employees Retirement System (SERS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory wage reduction from the hourly wage otherwise payable to such classified employee.

- B. The total annual wage for each employee shall be the wage otherwise payable under their contracts. The total hourly wage shall be payable by the Board in two (2) parts: (1) deferred wage and (2) cash wage. An employee's deferred wage shall be equal to that percentage of said employee's total annual wage which is required by SERS to be paid as an employee contribution by said employee and shall be paid by the Board to SERS on behalf of said employee as a "pick-up" of the SERS employee contribution otherwise payable by the employee. An employee's cash wage shall be equal to said employee's total annual wage less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- C. The Board's total combined expenditures for employees' total annual wages otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and remit its employer contributions to SERS based upon the total annual wage, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual wage less the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee's total annual income, said employee's total annual wage, including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The "pick-up" shall be included in the employee's total annual wage for the purpose of determining salary adjustments to be made due to absence, or for any other similar purposes.
- F. The "pick-up" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the SERS contribution procedure in place prior to the effective date of this provision shall be in effect.

**ARTICLE XXVI - TERMS OF AGREEMENT**

- A. General Provisions
  - 1. This represents the sum total of the agreement; the rights and privileges of both parties are herein stated.
  - 2. Except for wages and insurance as specified elsewhere in this agreement, the terms and

conditions of the agreement are effective for the period commencing January 1, 2014 and terminating December 31, 2015.

3. The Board hereby retains and reserves unto itself, without limitation, all power, right, authority, duties and responsibilities conferred upon, invested in, by the laws and the Constitution of the State of Ohio and of the United States. It is further recognized and agreed by both parties that the Board has and will continue to retain the exclusive rights and responsibilities to operate and manage the school system and its programs, facilities, properties and the activities of its employees.

If any provisions of this agreement or any application of this agreement to any non-certified person or persons shall be found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect. The parties shall meet within thirty (30) days of a request by either party to discuss legal alternative provisions for the one in violation of law.

4. In the event that Kent City Council rescinds total jurisdiction of the Civil Service Commission from the Kent City School District, the provisions of Chapter 4117 of the Ohio Revised Code in accordance with Article III of this agreement shall govern the effects of such action.

#### **ARTICLE XXVII - EMPLOYEE DRIVER QUALIFICATIONS**

All present employees recognize the need and desirability to keep and maintain a good personal and professional driving record.

For any employee hired after the execution of this agreement, it shall be a necessary qualification for continued employment of employees whose job responsibilities including driving a motor vehicle that they maintain a personal and professional driving record with total points at anyone time not to exceed five (5).

#### **ARTICLE XXVIII - CRIMINAL BACKGROUND CHECK**

The Board shall conduct a criminal records check of prospective employees who may be responsible for the care, custody, or control of a child in the manner prescribed by law. This records check will be conducted at the applicant's cost. A new employee shall be considered conditionally employed until the results of the criminal records check are received. If the new employee has been convicted of or plead guilty to any of the applicable offenses in R.C. §3319.39 he/she shall be immediately notified by the Superintendent that his/her employment is terminated. The employee in this situation shall not be entitled to any further due process from the administration or the Board.

#### **ARTICLE XXIX - SECRETARIAL ASSISTANCE**

The Board will schedule two (2) hours of supportive services daily, at or around the noon-hour,

from a health aide or similarly qualified person at each elementary school. It is intended that the health aide or similarly qualified person will be available to dispense student medications, perform routine types of first aid duties, initiate parent contact, when appropriate, and perform other duties as assigned by his/her supervisor.

**ARTICLE XXX - RETIREMENT INCENTIVE**

Each regular employee who elects to retire at the end of the school year in which he/she has completed 30 years of service under provisions of a public employee retirement system shall receive a payment of 42 percent of his/her final annual wage rate. This amount will be decreased for each year of service as follows:

<u>Service Years</u>	<u>Percent of annual wage rate</u>
31	25
32	20
33	15
34	10
35	5
36 or more	0

The final annual wage rate shall be calculated without overtime, paid vacation time or differential pay included.

For purposes of this provision, the determination of service years shall rest with the Board of Education. Service data will be provided by each retiree.

Letters of intent to retire must be received by the Treasurer's Office by June 30 of the school year when retirement is contemplated.

**ARTICLE XXXI - PROFESSIONAL DEVELOPMENT**

- A. The objective of the voluntary Professional Development Plan ("Plan") is to assist bargaining unit members to attain maximum professional development to benefit both the District's educational program and the individual Plan participant.
- B. The Plan
  - 1. The bargaining unit member may create a plan for his/her own professional development and submit an application to his/her immediate supervisor and the Director of Business Services.
  - 2. Once the plan is adopted, the bargaining unit member and administrator will have on-going contact throughout the school year to monitor progress in achieving objectives identified in the Plan.

3. A final evaluation shall be scheduled in May or June at a mutually agreed time. As part of the final evaluation process, the bargaining unit member will prepare a summary of how he or she achieved the goals and objectives of the Plan.

C. Procedures for Participation

1. Applications may be submitted between June 1 and October 31 in any year to the employee's immediate supervisor. A copy of the Plan must be submitted to the Director of Business Services. (form provided)
2. A written statement of the individual Plan must accompany the application. (form provided)
3. The Director of Business Services, the supervisor and the applicant will meet within sixty (60) days of application to review goals and guidelines for achievement, to establish timelines, as appropriate, and to identify the compensation for completion of the Plan.
4. If, during the Plan year, it appears that predetermined goals or objectives may not be achieved according to the agreed schedule, the Plan may be adjusted to allow completion beyond the agreed upon expectations or timelines.
5. The Director of Business Services has primary responsibility to initiate discussions/meetings to monitor progress of a Plan. A bargaining unit member may also initiate discussions at any time.
6. A final conference will be held in May/June to evaluate completion of the Plan. The bargaining unit member will prepare and submit a summary of the results of his/her achievement of the Plan. (form provided)

D. Compensation for successful completion of a Plan will be paid in a lump sum in August. The stipend range will be from \$500 to \$1500. At the time the Plan is accepted by the Director of Business Services, the initial value and duration (in school years), if applicable, of the stipend will be identified. A stipend may be renewable upon application for extension or submission of a subsequent plan for additional education/training. If a stipend extends beyond one (1) school year, remaining payments (after the initial payment in August) shall be paid in twenty-six (26) equal installments throughout the work year. In the school years with twenty-seven (27) pay periods, stipends will be paid in twenty-seven (27) biweekly payments. If a PDP is linked to the license, and the license is not renewed before the stipend is scheduled for renewal, then the stipend shall be suspended until the license is renewed. Subsequently, if a new license is issued, any missed installments shall be paid retroactive to the effective beginning date of the license.

E. The Director of Business Services will annually identify areas of needed skills and/or training to guide bargaining unit members in their selection of a Plan which will benefit

the District. A bargaining unit member may, however, suggest alternatives, which will be evaluated for approval.

- F. Employees who, on the effective date of the agreement, hold licenses and or certificates of value to the District, as determined by the Director of Business Services, will be eligible for an appropriate stipend. Such employees shall submit an application for recognition of professional development previously accomplished and meet with the Director of Business Services to determine the level and/or duration of a stipend, if applicable. (form provided)
- G. Nothing in this article affects differentials provided for in Article XVII, Wages.

ARTICLE XXXII - AGREEMENT

This Agreement, entered into at Kent, Ohio, this 13<sup>th</sup> day of May 2014, between the Kent City School District Board of Education, hereinafter referred to as the Board, and the Ohio Association of Public School Employees (OAPSE/AFSCME-AFL-CIO) and OAPSE Local 176, hereinafter referred to as the Union.

FOR OAPSE, LOCAL 176:

FOR THE BOARD:

Edith Damron

Edith Damron, President

Joseph Giancola

Dr. Joseph Giancola, Superintendent

Albert Jackson

Albert Jackson, Field Representative

Deborah A. Krutz

Deborah A. Krutz, Treasurer

Lea Ann Six

Lea Ann Six, Vice President

Rebekah Wright Kulis

Rebekah Wright Kulis, President

Pat Hoaglin

Pat Hoaglin, Negotiating Team

Mary Hardman

Mary Hardman, Negotiating Team

Debra Redman

Debra Redman, Negotiating Team

Fred Lange

Fred Lange, Negotiating Team

Ernest Swanigan

Ernest Swanigan, Negotiating Team

Bryan Seekinger

Bryan Seekinger, Negotiating Team

## Secretarial and Clerical Reorganization

### Appendix A

Secretarial/Clerical Position	Current Classification	New Classification upon Retirement or Resignation of current employee after 6/10/01
	Civil Service & Kent City Schools	Civil Service & Kent City Schools
Special Education Secretary	Secretary II	N/A
Elementary Secretary	Secretary I	N/A
Preschool Secretary	Typist II	N/A
Central School Secretary	Secretary I	N/A
RHS Activity/Athletics Secretary	Secretary I	Typist II
RHS Head Lib. Secretary	Typist II	N/A
RHS Vocational Secretary	Typist II	N/A
Stanton Middle School Principal Secretary	Secretary I	N/A
RHS Switchboard Secretary	Typist II	N/A
RHS Data Processor	Secretary I	Typist II
Transportation Secretary	Secretary I	N/A
RHS Attendance Secretary	Typist II	N/A
RHS Asst. Princ. Secretary	Typist II	N/A
RHS Principal Secretary	Secretary I	N/A
RHS Guidance Testing Secretary	Secretary I	N/A
RHS Guidance Secretary	Typist II	N/A
EMIS Secretary	Secretary I	N/A
Board Office Switchboard	Secretary I	N/A
Stanton Middle School Attendance Office Secretary	Typist II	N/A
Assist. Superintendent's Office Part-Time Secretary	Secretary II	N/A
Stanton Middle School Guidance Secretary	Typist II	N/A
Accounts Payable Clerk	Acct. Clerk II	N/A
Treasurer's Office Account Clerk	Acct. Clerk I	N/A
Payroll Assistant	Acct. Clerk I	N/A
Stanton Middle School Account Clerk	Acct. Clerk I	N/A
RHS Account Clerk	Acct. Clerk II	N/A
Christenson Secretary	Acct. Clerk II	When the person currently in the position vacates the position, the parties (OAPSE & School Board) shall negotiate the appropriate classification and pay rate.

## Appendix B

### **DRUG AND ALCOHOL TESTING** **Effective January 1, 1996**

#### **I. PURPOSE**

The purpose of this section is to comply with the Omnibus Transportation Employee Testing Act of 1991 and relevant Department of Transportation (DOT) regulations. The intent is to eliminate the risks posed by the use of drugs and alcohol and to protect the safety of employees, students, and the community.

Kent City Schools and OAPSE Chapter 176 recognize that abuse of drugs and alcohol is a treatable illness and the employee is in need of help. An Employee Assistance Program (EAP) is available to employees with personal problems, including those associated with alcohol or drug use. Employees are encouraged to seek professional assistance where necessary.

#### **II. POLICY**

Employees are strictly prohibited from possessing, using, or distributing illegal drugs, or the abuse of legalized drugs and alcohol while on school property or performing duties for Kent City Schools.

Failure to comply with this policy as determined by testing positive to a drug or alcohol test, possessing or distributing illegal or controlled substances, failure to submit to required testing or follow testing procedures, or using alcohol after an accident prior to completing required testing will result in disciplinary action up to and including immediate termination of employment and prosecution to the full extent of law.

Refusal to submit to any of the alcohol or controlled substance tests required by this policy will result in the driver's immediate removal from the safety-sensitive functions and subject the driver to evaluation by a substance abuse professional, completion of any prescribed counseling and rehabilitation programs, and return-to-duty and follow-up testing.

#### **III. SCOPE**

This policy applies to all full-time, part-time, temporary and contract salaried and hourly employees performing safety sensitive activities including but not limited to those defined in the applicable DOT regulations.

#### **IV. DEFINITIONS**

A. Illegal drugs are those which are not legally obtainable or drugs that are legally obtainable but have not been legally obtained. Illegal drugs include but are not limited to:

- A. Marijuana
- B. Cocaine
- C. Phencyclidine (PCP)
- D. Opiates
- E. Amphetamines

- B. Legal drugs are drugs or medication prescribed by a physician and used in the manner prescribed. Employees using medication prescribed by a physician or using potentially impairing over-the-counter drugs are responsible for being aware of any potential effect such drugs may have on their reactions, judgment or ability to perform their duties and if impairment is likely, to report such use to their supervisor prior to reporting for work.
- C. Being under the influence of (defined as a breath alcohol concentration of 0.04 or greater) or the use of alcohol while on school premises or while engaged in school business is a violation of this policy. The symptoms of influence include, but are not limited to, impairment of physical or mental ability such as slurred speech, difficulty maintaining balance, poor work performance, sudden mood swings, or radical changes in behavior patterns.

## V. TYPES OF TESTING

- A. POST-OFFER/PRE-EMPLOYMENT: All applicants will be made aware of the drug and alcohol policy before being hired, or after an offer to hire but before reporting for work and actually performing safety sensitive duties, and will acknowledge their awareness by signing a consent form prior to reporting for work. A positive test result, refusal to submit to a drug test or follow testing procedures will cause the applicant to be rejected from further employment consideration. The same procedure applies to employees being transferred permanently or temporarily to a safety sensitive position.

### B. POST-ACCIDENT TESTING

#### 1. Fatal Accident or Citation Issued

As soon as practicable following an accident in which a fatality occurs or in which the driver receives a citation for a moving violation arising from the accident, the surviving driver shall be tested for alcohol and controlled substances. "Accident" is defined as an incident involving a commercial motor vehicle in which there is either a fatality, an injury treated away from the scene, or a vehicle required to be towed from the scene.

#### 2. Time Limitation

An alcohol test should be administered within two (2) hours following an accident, and the District shall cease attempts to administer the test after eight (8) hours. The District shall cease attempts to administer a controlled substances test thirty-two (32) hours following the accident.

### 3. Report for Failure to Administer

In the case where the alcohol test is not administered within two (2) hours following the observation, the District shall maintain a record stating the reasons for the delay, and if the alcohol test is not administered within eight (8) hours, the District shall cease attempts to administer the test and maintain a record stating the reasons for not administering the test. If a controlled substances test is not administered within thirty-two (32) hours, the District shall maintain a record stating its reasons for failing to administer the test.

### 4. Post-Accident Procedures

The District is required to provide the drivers with post-accident procedural information and instructions contained in Item #5 prior to the driver operating a CMV.

### 5. Driver Responsibility

A driver who is subject to post-accident testing must remain available, or the District may consider the driver to have refused to submit to testing. The driver subject to post-accident testing must refrain from consuming alcohol for eight (8) hours following the accident, or until he/she submits to an alcohol test, whichever occurs first. Refusal to submit to a test following an accident in which a fatality occurred will result in the driver's termination from employment with the Kent City Schools.

### 6. Use of Other Tests

An Employer may rely on the test results of a Federal, State, or Local law enforcement official having independent authority for the tests, provided such tests conform to Federal, State or local requirements. Alcohol tests require blood or breath samples, and controlled substance tests require urine samples.

### 7. Medical Attention

Nothing in this document (or the DOT rules) should be construed as to require the delay of necessary medical attention for injured people following an accident, or to obtain necessary emergency medical care.

### 8. Notification of Positive Results

An Employer is required to notify the driver if the controlled substance test results were positive and which substances actually tested positive.

### C. REASONABLE CAUSE

If a supervisor witnesses employee actions or conduct which could be indicative of drug or alcohol use the employee must be subjected to drug and alcohol testing within 2 hours as part of the conduct investigation.

### D. RANDOM

Random drug and alcohol testing will be unannounced and conducted in compliance with DOT regulations. Alcohol testing must be conducted just before, during or just after performance of safety sensitive duties. Drug testing must be completed within 2 hours of notification. Drug and alcohol testing rates (50% annually for drugs and 25% annually for alcohol) will remain in accordance with DOT regulations (which may vary based on industry, experience, and regulatory change).

### E. RETURN-TO-DUTY AND FOLLOW-UP

Employees returning to work who have violated the prohibited alcohol conduct standards or controlled substance use and have successfully completed treatment recommendations will be subject to return-to-duty and alcohol testing prior to performing any safety sensitive duties. Employees who test negative on the return-to-duty test will be subject to follow-up testing of not less than six random tests within twelve months of return to duty. Additional testing may be extended for up to 60 months following return-to-duty. Any return-to-duty or follow-up testing shall be paid for by the employee.

## VI. POSITIVE RESULTS

Positive drug results will be immediately retested by gas chromatograph/mass spectrometry (GC/MS) to verify the atomic fingerprint of the substance. Alcohol tests with an alcohol concentration of 0.02 or greater will be repeated for confirmation using an EBT that prints out the results, date and time, a sequential test number, and the name and serial number of the EBT to ensure the reliability of the results.

All results are reported to a Medical Review Officer (MRO) who is a licensed physician experienced in substance abuse and testing procedures. The primary role of the MRO is to contact employees who test positive within 72 hours and investigate positive results for any and all possible reasons, before notifying the Kent City Schools. If the MRO cannot contact the employee directly, the MRO will ask the Kent City Schools for assistance in contacting the employee. If there are no acceptable medical explanations for the positive result, the result will be reported to the Kent City Schools for appropriate disposition.

A second occurrence of a positive result will result in immediate termination from employment in the Kent City Schools.

## **VII. REMOVAL FROM AND RETURN TO WORK**

Employees engaged in alcohol misuse or who tested greater than 0.02 when tested just before, during, or just after performing safety sensitive duties will be immediately suspended without pay from performing such duties for 24 hours.

Employees who test 0.04 or greater will be immediately suspended without pay from such duties and cannot return to work until being evaluated by a Substance Abuse Professional, complete recommended treatment, and test negative (less than 0.02) on a return-to-duty test.

At the discretion of the substance abuse professional and employer, with the consent of the union, employees who are successfully engaged in treatment may schedule a return to duty alcohol test for a non-safety sensitive position, provided such a position is vacant and the employee is qualified. After treatment is successfully completed and the return to work test is negative, the employee may return to their safety sensitive job.

## **VIII. UNION REPRESENTATION**

The employer shall make all reasonable efforts to afford union employees the right to union representation whenever an employee is directed to submit to a drug or alcohol test. All issues relating to the administration of this policy not related to DOT regulation are subject to the grievance and arbitration procedures in the collective bargaining agreement. Where an employee's grievance is sustained, the employee shall be made whole, including back pay with interest and fringe benefits, restoration of seniority, return to the employee's original position, and have all adverse references related to drug and alcohol use, testing or treatment expunged from district personnel records.

## **IX. COSTS OF COMPENSATION**

The employee's time spent submitting to a drug or alcohol test, including travel time will be paid at a flat rate of \$25.00 for drug testing or \$35.00 for drug and alcohol testing. Any employee who is not allowed to return to work while awaiting test results will be compensated during the waiting period for all time lost provided the test results are negative. The employer will pay all mandatory costs associated with drug and alcohol testing.

If a positive result is reported, the employee may request the testing of the "split sample" at any federally certified laboratory within 72 hours. If the split test result is also positive, the cost will be the responsibility of the employee.

The employer is not required to provide rehabilitation, pay for treatment, or reinstate employees who test positive. Recommended treatment received through the EAP will be paid by the employer in accordance to the EAP agreement to the extent provided in the employee's benefit plan. In accordance with the employee's benefit plan, employees may be responsible for deductible and co-payment after or outside the company prepaid EAP sessions.

Employees may use their paid time off benefits while treatment is successfully progressing. Employee benefits will continue to accrue while treatment is successfully progressing provided the employee has sick leave. If treatment fails at any time for any reason, termination of employment and the cessation of benefits will occur immediately. Employees will receive payment for all unused earned vacation to that time.

## **X. CONFIDENTIALITY**

Records concerning testing, and any professional treatment received through the EAP shall remain strictly confidential and shall remain separate from other personnel materials. For employees who test positive for alcohol and seek help through the EAP, the employee will be required to sign a release of information to provide periodic status reports (only) to the employees supervisor. Failure to successfully complete the required treatment prescribed by the Substance Abuse Professional may result in disciplinary action including immediate termination.

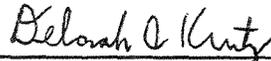
CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Kent City School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2015 under the attached contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

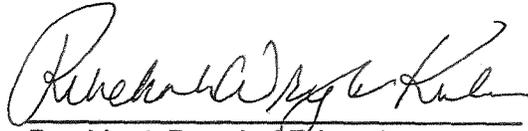
The undersigned, Treasurer and President of the Board of Education of the Kent City School District, Ohio, and the Superintendent of Schools of the Kent City School District, Ohio, hereby certify that the District has in effect for the term of the attached contract the authorization to levy taxes, including the renewal of existing levies, which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel, programs and services essential to the provision of an adequate educational program on all of the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412, and 5705.44 of the Revised Code.

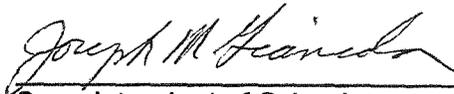
Dated: June 17, 2014



Treasurer, Board of Education  
Kent City School District, Ohio



President, Board of Education  
Kent City School District, Ohio



Superintendent of Schools  
Kent City School District, Ohio